TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~506~~ 8469.

THE TOWN OF GRAND CHUTE, PLAINTIFF IN ERROR,

vs.

GEORGE W. WINEGAR.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF WISCONSIN.

FILED FEBRUARY 15, 1871.

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triet, this twenty-sixth day of April, in the year of our Lord one thousand eight hundred and seventy, and of the independence of the United States the ninety-fourth.

EDWARD KURTZ, *Clerk.*

PALMER, HOOKER & PITKIN &
GEO. B. GOODWIN,
Attorneys.

Return to summons.

Marshal's return to summons: "Served on the within-named Town of Grand Chute, on the 28th day of April, 1870, by showing this summons to Uriah Randall, the chairman, and Timothy Heenan, clerk of the board of supervisors of said Town of Grand Chute, and delivering to each a copy thereof.

"C. S. HAMILTON, *U. S. Marshal,*
"By E. C. FOSTER, *Deputy.*

"Fees $14 00."

MAY 2, 1870.

This day came the plaintiff, by his attorneys, and filed his declaration, as follows:

3 United States circuit court, district of Wisconsin. Of the first Monday of May, 1870.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

George W. Winegar, of Union Springs, in the State of New York, and who is a citizen of the State of New York, by Geo. B. Goodwin, and Palmer, Hooker and Pitkin, his attorneys, complains of The Town of Grand Chute, a municipal corporation created and organized under and by virtue of the laws of the State of Wisconsin, and located in and a citizen of said State of Wisconsin, defendant, of a plea that the said defendant render to the said plaintiff the sum of one thousand dollars which it owes to and unjustly detains from the said plaintiff.

And for that whereas the said defendant, heretofore, to wit, on the 12th day of March, A. D. 1855, at the town of Grand Chute, in the said State of Wisconsin, to wit, at the district aforesaid, being thereto by law duly authorized, by its certain writing obligatory, sealed with its common and corporate seal, and duly signed by the chairman of its board of supervisors, and now shown to the court here, the date whereof is the day and year aforesaid, acknowledged itself to be held and firmly bound unto the Wolf River Branch Plank-road Company, a corporation theretofore created and organized under and by virtue of the laws of said State of Wisconsin, or bearer, in the sum of one thousand dollars, above demanded, to be paid to the said plank-road company, or bearer, or their successors or assigns.

And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said Town of Grand Chute to subscribe for said town ten thousand dollars to the

capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years; and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be issued by the chairman of the said board, under the seal of the said town, it is provided that if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to and made a part of said writing obligatory, fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay or cause to be paid to said plaintiff, the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof. By means of which said several premises the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant, the said sum of one thousand dollars above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of one thousand dollars above demanded, or any part thereof, but so to do hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiff of one thousand dollars, and therefore he brings his suit, &c.

4 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one thousand dollars which it owes to and unjustly detains from the said plaintiff.

And for that whereas the said defendant, heretofore, to wit, on the 12th day of March, A. D. 1855, at the town of Grand Chute, in the said State of Wisconsin, to wit, at the district aforesaid, being thereto by law duly authorized, by its other certain writing obligatory, sealed with its common and corporate seal, and duly signed by the chairman of its board of supervisors, and now shown to the court here, the date whereof is the day and year aforesaid, acknowledged itself to be held and firmly bound unto the Wolf River Branch Plank-road Company, a corporation theretofore created and organized under and by virtue of the laws of the

said State of Wisconsin, or bearer, in the sum of one thousand dollars, above demanded, to be paid to the said plank-road company, or bearer, or their successors or assigns.

And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years, and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription, to the said plank-road company, and that the said bonds be issued by the chairman of the said board, under the seal of the said town, it is provided that if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to and made a part of said writing obligatory, fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay or cause to be paid to said plaintiff, the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof. By means of which said several premises the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of one thousand dollars above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of one thousand dollars above demanded or any part thereof, but so to do hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiff of one thousand dollars; and therefore he brings his suit, &c.

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12th day of March, A. D. 1855, at the town of Grand Chute, in the said State of Wisconsin, to wit, at the district aforesaid, being thereto by law duly authorized, by its other certain writing obligatory, sealed with its common and corporate seal, and duly signed by the chairman of its board of supervisors, and now shown to the court here, the date whereof is the day and year aforesaid, acknowledged itself to be held and firmly bound unto the Wolf River Branch Plank-road Company, a corporation theretofore created and organized under and by virtue of the laws of the said State of Wisconsin, or bearer, in the sum of one thousand dollars, above demanded, to be paid to the said plank-road company, or bearer, or their successors or assigns.

And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years, and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription, to the said plank-road company, and that the said bonds be issued by the chairman of the said board under the seal of the said town, it is provided that if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to and made a part of said writing obligatory, fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay or cause to be paid to said plaintiff, the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof. By means of which said several premises the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of one thousand dollars above demanded. Yet the said defendant (although often requested so to do) hath not as

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And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond, with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay, or cause to be paid to said plaintiff, the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof. By means of which said several premises, the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of one thousand dollars above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of one thousand dollars above demanded, or any part thereof, but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff, of one thousand dollars, and therefore he brings his suit, &c.

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And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years; and that the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be issued by the chairman of the said board under the seal of the said town, it is provided that if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid,

said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to and made a part of said writing obligatory fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond, with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay or cause to be paid to said plaintiff the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof; by means of which said several premises the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of one thousand dollars above demanded; yet the said defendant, although often requested so to do, hath not as yet paid the said sum of one thousand dollars above demanded, or any part thereof, but so to do hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiff of one thousand dollars; and therefore he brings his suit, &c.

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And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years, and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and

that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be issued by the chairman of the said board, under the seal of the said town, it is provided that, if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to, and made a part of, said writing obligatory fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond, with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

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And the said plaintiff says that the said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of said State of Wiscon-

sin, on the 10th day of February, A. D. 1854, passed an act, authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town, ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in bonds of said town, payable in fifteen years, and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription, to the said plank-road company, and that the said bonds be issued by the chairman of the said board, under the seal of the said town, it is provided that if the said town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. And that there were attached to and made a part of said writing obligatory, fifteen coupons or interest warrants, signed by the chairman of said board of supervisors, for the payment of the annual interest mentioned in the condition of the same.

And the said plaintiff says that said writing obligatory, with the coupons thereto attached, was executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bond with the said coupons thereto attached, to bona-fide holders, and the same has since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of said writing obligatory, neglected and refused to pay or cause to be paid to said plaintiff, the said sum of one thousand dollars, although the said plaintiff duly demanded payment thereof. By means of which said several premises the said plaintiff hath sustained damages to a large amount, to wit, to the amount of one thousand dollars, whereby an action hath accrued to him the said plaintiff to demand and have of the said defendant, the said sum of one thousand dollars above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of one thousand dollars above demanded, or any part thereof, but so to do hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiff of one thousand dollars; and therefore he brings his suit &c.

11 And also, in a further plea that the said defendant render to the said plaintiff the other sum of five hundred ($500) dollars, which it owes to and unjustly detains from the said plaintiff.

And for that whereas the said defendant, heretofore, to wit, on the 12th day of March, A. D. 1855, at the town of Grand Chute, in the said State of Wisconsin, to wit, at the district aforesaid, being thereto by law duly authorized, by its other certain writing obligatory, sealed with its common and corporate seal, and duly signed by the chairman of its board of supervisors, and now shown to the court here, the date whereof is the day and year aforesaid, acknowledged itself to be held and firmly

that the amount of such one was $44 18. That, except as to the amount, number of coupon, and number of the accompanying bond, and year of payment, the following is a copy of said coupons, viz:

"The town of Grand Chute will pay to the holder hereof dollars on the first day of February, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town No. .

"THEO. CONKEY."

And the said plaintiff says that the said twelve bonds, with the coupons thereto attached, were executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bonds, with the said coupons thereto attached, to bona-fide holders, and the same have since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such, nine of the said bonds numbered 1, 2, 3, 4, 5, 6, 7, 8, and 12, with the accompanying coupons, came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of the first installment of interest upon said bond numbered one, and at the maturity of the coupon of that bond first maturing, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35, above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof, but so to do hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiff of $88 35; and therefore he brings his suit, &c.

13 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said

defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank Road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said

defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said

defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, and now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet

the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of said plaintiff $100; and, therefore, he brings his suit, &c.

14 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that the said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to

demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to

him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100: and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby

an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 1, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

15 And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof;

whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupons which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

16 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contains the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 as above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 1 to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the 1st day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

17 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 2, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of one $100, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledges itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowedged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds, numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

18 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, al-

though the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said cou-

pon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

19 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day

ot February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became

payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 3, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of inter-

est, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who isthe lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupons which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

21 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaratiou, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the 1st day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

22 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 4, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 as above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contains the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

23 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the acccompanying coupons, is hereto attached,) the said defendant acknowledges itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon, which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowedged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds, numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the

coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of interest and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

24 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instal-

ment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count.

Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 5, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as

stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D, 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

25 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful

owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

26 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupons which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaratiou, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

27 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 6, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contains the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the 1st day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

28 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the acccompanying coupons, is hereto attached,) the said defendant acknowledges itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowedged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds, numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

29 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder,

and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the law-

ful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 7, new owned and held by said plaintiff, (a copy of which last-mentioned bond with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $88 35, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands

of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $88 35 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $88 35 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $88 35; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons,

was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff: for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1859, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that

said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest, or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that

said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

31 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive;

and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that

said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight inclusive; and that

said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

32 And also, in a further plea that the said defendant render to the said plaintiff the other sum of one hundred dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 8, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $1,000, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from one to eight, inclusive; and that

said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $100 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $100 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $100; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $44 18, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1856, neglected and refused to pay the said interest or the said coupon although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $44 18 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $44 18 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $44 18; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of fifty dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen

coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1857, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of fifty dollars, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1858, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set

forth in said tenth count, except that was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the 1st day of February, A. D. 1859, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1860, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

33 And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or

assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1861, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count; except that it was for the payment of the sum $500 instead of $1,000, that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1862, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said

Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1863, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1864, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned

bond, with the acccompanying coupons, is hereto attached,) the said defendant acknowledges itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1865, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea, that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 12, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1866, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

34 And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned

and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000: that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1867, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 12, new owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowedged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1868, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which

it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds mentioned and described in the tenth count of this declaration, viz, bond numbered 12, now owned and held by said plaintiff, (a copy of which last-mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowledged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons, of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon which became payable on the first day of February, A. D. 1869, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

And also, in a further plea that the said defendant render to the said plaintiff the other sum of $50, lawful money of the United States, which it owes to and unjustly detains from the said plaintiff; for that whereas in and by another of said bonds, mentioned and described in the tenth count of this declaration, viz, bond numbered 12, now owned and held by said plaintiff, (a copy of which last mentioned bond, with the accompanying coupons, is hereto attached,) the said defendant acknowedged itself to be held and firmly bound unto the said Wolf River Branch Plank-road Company, or bearer, in the sum of $500, to be paid to said company, or bearer, or their successors or assigns; that said last-mentioned bond contained the same recitals, and was made subject to the same conditions, as the bond particularly set forth in said tenth count, except that it was for the payment of the sum of $500 instead of $1,000; that there were attached to said bond fifteen coupons of the tenor and effect stated in said tenth count as being attached to said bonds numbered from 9 to 12, inclusive; and that said bond, with the accompanying coupons, was negotiated and sold, and came to the hands of the plaintiff, who is the lawful owner, holder, and bearer thereof, as stated in said tenth count. Nevertheless, the said defendant, at the maturity of the instalment of interest, and the coupon, which became payable on the first day of February, A. D. 1870, neglected and refused to pay the said interest or the said coupon, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $50 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $50 above demanded, or any part thereof; but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff $50; and, therefore, he brings his suit, &c.

35 10th. And also, in a further plea that the said defendant render to the said plaintiff the other sum of $28,850 00, lawful money of the United States, which it owes to and unjustly detains from said plaintiff; for that whereas the said defendant heretofore, to wit, on the 12th day of March, A. D. 1855, at the town of Grand Chute, in the said State of Wisconsin, to wit, at the district aforesaid, being thereto by law duly authorized, made, executed, and delivered to the Wolf River Branch Plank-road Company, a corporation theretofore created and organized under and by virtue of the laws of the State of Wisconsin, its bonds or writings obligatory, under its corporate seal, signed by the clerk of its board of supervisors, twelve in number, numbered respectively 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, each of said bonds, numbered from one to eight inclusive, being for the sum of one thousand dollars, and each of said bonds numbered from nine to twelve inclusive, being for the sum of five hundred dollars, dated the day and year last aforesaid, all of said bonds being of the same tenor and effect except as to the amounts and numbers thereof, which amounts and numbers are as above stated. That in and by one of said bonds or writings obligatory, No. 1, said defendant acknowledged itself to be held and firmly bound unto the Wolf River Branch Plank-road Company, a corporation theretofore created and organized under and by virtue of the laws of the State of Wisconsin, or bearer, in the sum of one thousand dollars, to be paid to the said plank-road company, or bearer, or their successors or assigns. That said bond or writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit, that the legislature of the said State of Wisconsin, on the 10th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of said town of Grand Chute to subscribe for said town ten thousand dollars to the capital stock of the said Wolf River Branch Plank-road Company, and to pay for the same in the bonds of said town, payable in fifteen years, and that the said board of supervisors, at a meeting of their board, did agree by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be issued by the chairman of the said board, under the seal of the said town, it is provided that if the said town of Grand Chute should pay, or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer thereof, the just and full sum of one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue. That there were attached to and made a part of the bond last above mentioned, and each of the other of the said twelve bonds, fifteen coupons or interest warrants for the payment of the annual interest mentioned in the condition of the above described bond, all of said coupons being of the same tenor and effect, except as to their respective numbers, amounts and times of payment; that each of the said coupons upon each of the said bonds represented and was for the payment of the interest due upon the bond to which the same was attached at the time fixed for the payment of such coupon, being the first day of February of each succeeding year after the date of said bonds; that the amount of each of the coupons attached to the bonds numbered from one to eight, inclusive, was $100, except the coupon first

maturing, and that the amount of such one was $88 35, and that the amount of each of the coupons attached to the bonds numbered from nine to twelve, inclusive, was $50, except the coupon first maturing, and that the amount of such one was $44 18. That, except as to the amount, number of coupon, and number of the accompanying bond, and year of payment, the following is a copy of said coupons, viz:

"The town of Grand Chute will pay to the holder hereof dollars on the first day of February, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town No. .

"THEO. CONKEY."

And the said plaintiff says that the said twelve bonds, with the coupons thereto attached, were executed and delivered to the said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of the said act, and in accordance with the resolutions of the said board above recited; that said company thereupon, for a valuable consideration, sold and negotiated said bonds, with the said coupons thereto attached, to bona-fide holders, and the same have since passed from hand to hand in the stock markets of the United States, like other negotiable securities, and as such, nine of the said bonds numbered 1, 2, 3, 4, 5, 6, 7, 8, and 12, with the accompanying coupons, came to the hands of the said plaintiff, who is now the lawful owner, holder, and bearer thereof.

Nevertheless, the said defendant, at the maturity of the several instalments of interest upon said bonds numbered one, 2, 3, 4, 5, 6, 7, 8, & 12, and at the maturity of the coupons of those bonds, neglected and refused to pay the said interest or the said coupons, although the said plaintiff duly demanded payment thereof; whereby an action hath accrued to him, the said plaintiff, to demand and have of the said defendant the said sum of $28,850 00 above demanded. Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of $28,850 00 above demanded, or any part thereof, but so to do hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff of $28,850 00; and, therefore, he brings his suit, &c.

36 And whereas also the defendant, on the fifteenth day of March, 1870, at Grand Chute, in the State of Wisconsin, to wit, at the district aforesaid, was indebted to the plaintiff in twenty-one thousand one hundred and fifty dollars, for the price and value of goods and chattels sold and delivered by the plaintiff to the defendant at its request, and in the sum of twenty-one thousand one hundred and fifty dollars, for the price and value of work then and there done, and materials for the same, provided by the plaintiff for the defendant at its request; and in twenty-one thousand one hundred and fifty dollars, for money then and there lent by the plaintiff to the defendant at its request; and in twenty-one thousand one hundred and fifty dollars, for money then and there paid by the plaintiff for the use of the defendant at its request; and in twenty-one thousand one hundred and fifty dollars then and there received by the defendant for the use of the plaintiff; and in the sum of twenty-eight thousand eight hundred and fifty dollars, for interest due from the said defendant to the plaintiff for and in respect of the plaintiff having forborne and given day of payment of money due from the defendant to the plaintiff at the defendant's

37 request; and in fifty thousand dollars, for money found to be due from the defendant to the plaintiff on an account then and there stated between them; which several last-mentioned moneys were to be

respectively paid by the defendant to the plaintiff on request; whereby and by reason of the non-payment of the said several moneys in the said several counts mentioned, an action hath accrued to the plaintiff to demand and have of and from the defendant the said several moneys respectively, amounting to the sum of fifty thousand dollars, above demanded; yet the defendant hath not paid the said sum of fifty thousand dollars, above demanded, or any part thereof, to the plaintiff's damage fifty thousand dollars, and therefore he brings his suit, &c.

GEO. B. GOODWIN, &
PALMER, HOOKER & PITKIN,
Plff's Att'ys.

To the Town of Grand Chute, defendant:

Please take notice that the following are copies of bonds & coupons or instruments in writing, for the payment of money, which will be offered in evidence under the foregoing declaration, upon the trial of this cause.

Yours, &c.,

GEO B. GOODWIN &
PALMER HOOKER & PITKIN,
Plff's Att'ys.

38 $1,000 00.] [No. 1.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to the said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceedings thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one

thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof, eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder thereof, one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof, one hundred dollar on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

No. 15.

The town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 1.

THEO. CONKEY, *Chairman.*

39 $1,000 00.] [No. 2.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 2.

THEO. CONKEY, *Chairman.*

40 $1,000 00.] [No. 3.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of $1,000 (one thousand dollars) in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 3.

THEO. CONKEY, *Chairman.*

41 $1,000 00.] [No. 4.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town.

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably the said stock and the proceeds thereof.

Dated 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars, on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 4.

THEO. CONKEY, *Chairman.*

42 $1,000 00.] [No. 5.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of

the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town :

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid :

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman*

No. 2.

The Town of Grand Chute will pay to the holder hereof, one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wiiconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 10

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 5.

THEO. CONKEY, *Chairman.*

43 $1,000 00] [No. 6.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorzing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of the town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board, as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{65}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6. THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 6.

THEO. CONKEY, *Chairman.*

44 $1,000 00.] [No. 7.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their

successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 7.

THEO. CONKEY, *Chairman.*

45 $1,000 00.] [No. 8

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolution of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation of such, that if the Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($1,000) one

thousand dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,
Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof eighty-eight and $\frac{35}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day, on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1865, at Appleton, Wisconsin, on on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof one hundred dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 8.

THEO. CONKEY, *Chairman.*

46 8500 00.] [No. 12.

TOWN OF GRAND CHUTE BOND.

Whereas the legislature of the State of Wisconsin, on the tenth day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the Town of Grand Chute to subscribe, for the Town of Grand Chute, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and whereas the said board of supervisors, at a meeting of their board, did agree, by resolutions of said board, to subscribe the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be signed by the chairman of said board, under the seal of said town:

Now, therefore, for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board as aforesaid:

Know all men by these presents that the Town of Grand Chute, in the county of Outagamie, and State of Wisconsin, is held and firmly bound unto the Wolf River Branch Plank-road Company, or bearer, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to said plank-road company, or bearer, or their successors or assigns, for which full payment, well and truly to be made, the said town binds itself firmly by these presents, and hereby pledges, irrevocably, the said stock and the proceeds thereof.

Dated the 12th day of March, A. D. 1855.

Sealed with the seal of said town.

[SEAL.] The condition of the above obligation is such, that if the said Town of Grand Chute shall pay, or cause to be paid, to the said Wolf River Branch Plank-road Company, or their successors or assigns, or to the bearer hereof, the just and full sum of ($500) five hundred dollars in fifteen years from the 12th day of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the State of Wisconsin, then the above obligation to be void; otherwise to remain in full force and virtue.

THEODORE CONKEY,

Chairman of Board of Supervisors Town of Grand Chute.

No. 1.

The Town of Grand Chute will pay to the holder hereof forty-four & $\frac{18}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 2.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1857, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No 12.

THEO. CONKEY, *Chairman.*

No. 3.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1858, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 4.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1859, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 5.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1860, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 6.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1861, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 7.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1862, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 8.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1863, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 9.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1864, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 10.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1865, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 11.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1866, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 12.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1867, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 13.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1868, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 14.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1869, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

No. 15.

The Town of Grand Chute will pay to the holder hereof fifty dollars on the first day of February, 1870, at Appleton, Wisconsin, on the presentation hereof, being the interest due that day on the bond of said town, No. 12.

THEO. CONKEY, *Chairman.*

47 JUNE 6, 1870.

This day came the defendant, by its attorney, Mr. Geo. W. Lakin, and filed its plea in abatement, and affidavit of merits, as follows:

Plea in abatement.

U. S. circuit court.

UNITED STATES OF AMERICA,
District of Wisconsin:

GEORGE W. WINEGAR, PLAINTIFF,
ag'st
THE TOWN OF GRAND CHUTE, DEFENDANT.

And the said defendant, by George W. Lakin, its attorney, comes and defends the wrong and injury, when, &c., and prays judgment of the writ and declaration in this action, because it says that, by the Constitution and laws of the United States of America, the jurisdiction of said court is restricted to controversies between citizens of different States, and that said court has not cognizance of controversies between citizens of the same State. That, at the time of the commencement of this action, a portion, to wit, five thousand five hundred dollars, in amount of said pretended bonds or writings obligatory, with the pretended coupons or interest warrants thereto attached, in said declaration mentioned, were held and owned by one Henry Hewett, and the residue of said pretended bonds or writings obligatory, being three thousand dollars in amount, with the pretended coupons or interest warrants thereto attached, (being the residue of said pretended coupons or interest warrants in said declaration mentioned,) were held and owned by one Theodore Conkey, both of whom were, at the time of the commencement of this action, and ever since have been, and now are, residents and citizens of said State of Wisconsin, in which said defendant is situated, and that they, (and not the said George W. Winegar,) were and are the real parties plaintiff in interest in this action. That said pretended bonds and coupons were not issued in good faith, or for any valid consideration, but were procured to be issued by fraud and deception, and by collusion between the
48 said Henry Hewett and Theodore Conkey, and one Reeder Smith, who was the president and general agent of said plank-road company, and in pursuance of a corrupt and fraudulent agreement, whereby said Hewett received a contract from said Smith on behalf of said company, for building five miles of said company's road at the extravagant price of two thousand five hundred dollars per mile, besides large extra compensation, by estimates, for such portion of said road as was not of a natural grade; and whereby said Conkey, who was then a merchant and provision dealer in said town, was to pay the men employed by said Hewett, out of his store, at a large profit on the articles sold on said Hewett's orders, and whereby said Reeder Smith received one thousand dollars in pretended bonds of said town, with coupons at-

tached of like import with those mentioned in said declaration, as a personal compensation for a change in the location of two miles of said road already graded and ready for the plank, which change was manifestly prejudicial to the interests of the people of said town, and the stockholders of said company, and was designed to enhance the value of said Conkey's land, on and near the line of the new road. That, in pursuance of said corrupt and fraudulent agreement, and for the purpose of giving their proceedings the show of fairness and good faith, and of obtaining possession of said bonds and coupons, said Hewett signed and delivered to said town a writing which purported to bind him to perform all the legal stipulations and requirements on his part contained in said contract. That, in further pursuance of said fraudulent agreement and purpose, the said pretended bonds and coupons, in said declaration mentioned, were unconditionally transferred to said Hewett, in pretended part payment of said contract, before any portion of work had been performed, or even commenced under it; which contract has never been in any particular fulfilled by said Hewett. That said Hewett and Conkey have caused this suit to be brought in
49 the name of said George W. Winegar, in fraud of the equities of defendant, and in fraud of the jurisdiction of this court. And this the said defendant is ready to verify.

Wherefore said defendant does not suppose that said court, now here, will or ought to have or hold further cognizance of this action, and prays that the suit and action be abated.

GEO. W. LAKIN,
Deft's Att'y.

UNITED STATES OF AMERICA,
District of Wisconsin:

U. S. district court.

DISTRICT OF WISCONSIN,
Outagamie County, ss:

R. H. Randall, being duly sworn, says that he is chairman of the board of supervisors of the Town of Grand Chute, the defendant above named, and that he is authorized to act for and on behalf of said town; that he has read the above plea, and that the same is true in substance and matter of fact.

R. H. RANDALL.

Subscribed & sworn this 20th day of May, 1870, before me.
[SEAL.] LOUIS SCHINTZ,
Notary Public, Wisconsin.

Affidavit of merits.

U. S. circuit court.

THE UNITED STATES OF AMERICA,
District of Wisconsin:

GEORGE W. WINEGAR, PLAINTIFF,
vs.
THE TOWN OF GRAND CHUTE, DEFENDANT.

DISTRICT OF WISCONSIN,
Outagamie County, ss:

R. H. Randall, being duly sworn, says that he is the chairman of the

board of supervisors of the Town of Grand Chute, the defendant above-named, and that he is authorized to act for and on behalf of said defendant; and he further says that said defendant had a good substantial defence upon the merits to the whole of the plaintiff's demand in the suit. And further saith not.

R. H. RANDALL.

Subscribed & sworn to the 20th day of May, 1870, before me.
[SEAL.] LOUIS SCHINTZ.
Notary Public, Wisconsin.

50 JUNE 7, 1870.

This day came plaintiff, by his attorneys, and filed his replication, as follows:

Replication.

United States circuit court, district of Wisconsin.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

And the plaintiff saith that his said writ and declaration, by reason of anything by the said defendant in its said plea above alleged, ought not to be quashed, because he says that, at the time of the commencement of this suit all the bonds or writings obligatory, togther with all the coupons or interest warrants thereto attached, mentioned in the said declaration, were held and owned by the said plaintiff, and that none of said bonds or writings obligatory, or the said coupons or interest warrants, were then held or owned by the said Henry Hewett or the said Theodore Conkey in the said plea mentioned, in manner and form as the said defendants hath above in its said plea in that behalf alleged; and that the said Henry Hewett and Theodore Conkey were not and are not the real parties plaintiff; nor was or is either the said Henry Hewett or the said Theodore Conkey the real party plaintiff in interest in this suit, in manner and form as the said defendant hath above in its said plea in that behalf alleged; and the said plaintiff, in fact, says that the said bonds and coupons were issued in good faith, and for a valid consideration, and that they were not procured to be issued by fraud, deception, or collusion, or in pursuance of the pretended corrupt or fraudulent agreement set forth in said plea, in manner and form as the said defendant hath above in its said plea in that behalf alleged; and the said plaintiff, in fact, says that said Hewett and Conkey have not, nor has either of them, caused this suit to be brought in the name of said plaintiff, in manner and form as the said defendant hath above in its said plea in that behalf alleged.

51 And this the said plaintiff prays may be inquired of by the country.

And the said defendant likewise, &c.

PALMER, HOOKER & PITKIN,
And GEO. B. GOODWIN,
Pff's Att'ys.

JUNE 21, 1870.

Depositions received from post office and filed.

JUNE 27, 1870.

Depositions received from post office and filed.

JUNE 28, 1870.

Depositions received from post office and filed.

JULY 23, 1870.

This day came the defendant, by its attorney, and filed its demurrer.

OCTOBER 29, 1870.

This day came the plaintiff, by his attorney, and filed his joinder.

And now, at this same term, to wit, October term A. D. 1870, and on the twenty-fifth day thereof, to wit, on the thirty-first day of October, A. D. 1870, the following proceedings were had, to wit:

Trial of issue on plea in abatement & verdict.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE. } At law.

This day came the defendant's counsel and withdrew the demurrer to the plaintiff's replication to the plea in abatement.

And came the parties, by their counsel, and the issue on said plea in abatement came on to be tried.

Whereupon a jury was called to try the same, who came, to wit: James R. Morris, Moses S. Scott, William Langton, Eleazer Everett, James Clark, Edward Emery, Michael Bodden, Thomas J. Freeman, John M. Heath, Isaac Selleck, M. C. Cook, and Samuel Hayt, twelve free, honest, and lawful men of the district, who were severally sworn and empanneled.

And the jurors of the jury aforesaid, being charged by the court on their said oaths respectively, do say that they find the issue on the plea in abatement in favor of the plaintiff.

52 And came the defendant's counsel, and, by leave of the court, filed its pleas to the merits, as follows:

Pleas.

U. S. circuit court.

UNITED STATES OF AMERICA,
District of Wisconsin:

GEORGE W. WINEGAR, PLAINTIFF,
vs.
THE TOWN OF GRAND CHUTE, DEFENDANT. }

And the defendant, by George W. Lakin, its attorney, comes and defends the wrong and injury, when, &c., and says that it does not owe the said several sums of money in the said declaration mentioned and above demanded, or any of them, or any part thereof, in manner and form as the said plaintiff hath above thereof complained against it; and of this the said defendant puts itself upon the country.

2nd plea. And for a further plea in this behalf, by leave of the court first had and obtained, the said defendant says that it ought not to be charged with the said debt, by virtue of the said supposed bonds or writings obligatory or coupons or interest warrants, in the said declaration mentioned, because it says that the said several supposed bonds or writings obligatory therein mentioned are not, or any of them, the deed of the said defendant; and of this the said defendant puts itself upon the country.

3d plea. And for a further plea in this behalf, by leave of the court first had and obtained, the said defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of the said supposed coupons or interest warrants in the said declaration mentioned, because it says that the said act of the legislature of the State of Wisconsin, in said declaration mentioned, entitled "An act to authorize the towns therein named to subscribe for plank-road stock," approved February 10th, 1854—in conformity with which said several supposed
53 bonds or writings obligatory in said declaration named, and to which said several supposed coupons or interest warrants are respectively annexed and whereof they form part and parcel, purport to have been made and executed by the chairman of the board of supervisors of said town—was not published pursuant to the constitution and laws of said State of Wisconsin, at or prior to the time of the calling, holding, and canvass of the special election prescribed by said act, to wit, on the 20th day of May, A. D. 1854, at the town of Grand Chute, in said district of Wisconsin; and that, for want of such publication, such call, election, and canvass, and all proceedings under the same are wholly without authority, and void in law. And this the said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

4th plea. And for a further plea in this behalf, by leave of the court first had and obtained, the said defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of said supposed bonds or writings obligatory, or said coupons or interest warrants in said declaration mentioned, because it says that the said defendant was not authorized by the said act of the legislature of the State of Wisconsin, approved February 10th, 1854, in said declaration mentioned, or by any other law of the land, to subscribe for stock in the Wolf River Branch Plank-road Company, nor to subscribe for the stock of any other company whatever, except the capital stock of the Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company; and that the said supposed subscriptions, and said supposed
54 bonds and coupons or interest warrants, are altogether void, and without any authority of law whatever. And this the said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of the said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

5th plea. And for a further plea in this behalf, by leave of the court first had and obtained, the said defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants, in said declaration mentioned, because it says that the board of directors of the Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company did not, nor did the board of directors of the company mentioned in said declaration, at or before the time of the supposed subscription to the capital stock of such company, declare the

amount necessary for the completion of the road of such company, in manner and form as prescribed by said act of February 10th, 1854, in said declaration mentioned; and that, for want of such declaration, the said supposed subscriptions and the said supposed bonds or writings obligatory, and said supposed coupons or interest warrants, in said declaration mentioned, are without authority and void in law. And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

6th plea. And for a further plea in this behalf, by leave of the court first had and obtained, said defendant says that it ought not to be charged with said debt, or any part thereof, by virtue of said supposed bonds or writings obligatory, or said coupons or interest warrants, in said declaration mentioned, because it says that before the time
55 of the said supposed subscription of stock, and before the issuing of said supposed bonds or writings obligatory, and of said supposed coupons or interest warrants, in said declaration mentioned, to wit, on the 29th day of January, A. D. 1855, at the town of Grand Chute, in said district of Wisconsin, the board of supervisors of said town of Grand Chute, pursuant to said act of February 10th, 1854, in said declaration mentioned, subscribed on behalf of said town ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and then and there issued to said company, in payment of such subscription of stock, ten thousand dollars in bonds of said town, payable in fifteen years from the date thereof, with interest at ten per cent. per annum, payable annually, which bonds were executed under the seal of said town, were signed by the chairman, and had coupons or interest warrants thereto annexed, and were in all respects of like purport with said supposed bonds and coupons or interest warrants in said declaration mentioned, except that they were of a date prior to said supposed bonds, and were countersigned by the clerk pro tem. of said town, which said bonds or writings obligatory and coupons or interest warrants were, afterwards, to wit, on the 10th day of February, A. D. 1855, negotiated by said company, whereby the authority of said board of supervisors to subscribe on behalf of said town to the capital stock of said plank-road company, and to issue bonds of said town in payment thereof, was exhausted, and the issue of said supposed bonds or writings obligatory, and of said coupons or interest warrants, in said declaration mentioned, were wholly without authority, and void in law. And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of said supposed bonds or writings obligatory, or of said supposed coupons or interest warrants.

7th plea. And for a further plea in this behalf, by leave of the court first had and obtained, said defendant says that it ought not to be charged with said debt, or any part thereof, by virtue of said sup-
56 posed bonds or writings obligatory, or said supposed coupons or interest warrants in said declaration mentioned, because it says no special election, such as is prescribed in said act of February 10th, 1854, in said declaration mentioned, was called or held in said town of Grande Chute previously to the issue of said supposed bonds, and within six months, or any other time of the passage of said act, for the purpose of carrying said act into effect. And this, said defendant is ready to verify. Wherefore it prays judgment, if it ought to be charged with said

debt by virtue of said supposed bonds or writings obligatory, or of said supposed coupons, or interest warrants.

8th plea. And for a further plea in this behalf, by leave of the court first had and obtained, said defendant says that it ought not be charged with said debts, or any part thereof, by virtue of said bonds or writings obligatory, or of said supposed coupons or interest warrants, because it says that a portion, to wit, five thousand five hundred dollars in amount of said supposed bonds or writings obligatory, with the supposed coupons or interest warrants thereto attached, in said declaration mentioned, are held and owned by one Henry Hewett, and that the residue of said supposed bonds or writings obligatory, being three thousand dollars in amount, with the supposed coupons or interest warrants thereto attached (being the residue of said supposed coupons or interest warrants in said declaration mentioned,) are held and owned by one Theodore Conkey, and that they, and not the said George W. Winegar, are the real parties plaintiff in interest in this action. That the said Wolf River Branch Plank-road Company, through Reeder Smith, its president, thereto duly authorized, made to the defendant a proposal, which was printed and distributed generally among the voters of said town on the 17th day of May, 1854, and up to the time of the supposed election hereinafter mentioned, which printed proposal was in the words and figures following, to wit :

57 "To the electors of the town of Grand Chute :

"The Wolf River Branch Plank-road Company make the following propositions to the electors of the town of Grand Chute :

"That in case a majority of the electors shall be in favor of the issuing the bonds of the town of Grand Chute, for the completion of the Wolf River Branch Plank-road in the town of Grand Chute—

"The bonds to be issued by said town, and the proceeds of the same are to be placed in the hands of a committee of seven, to be composed as follows: The three supervisors of said town of Grand Chute, the road stock commissioner to be appointed by the board of supervisors for said town, and three of the directors of said plank-road company to be chosen by said company, which said commissioners shall receive and dispose of the bonds, receive proposals, locate, build, and manage in every respect the road to be built in the said town, so far as the proceeds of the bonds will go in building said road.

"By order of the board of directors :

"REEDER SMITH, *President.*

"A true copy. Attest :

"W. SCOTT, *Secretary.*

"APPLETON, *May 17th*, 1854."

That afterwards, on the 20th day of May, 1854, a pretended election, which has been informally called, was held in said town ; that, at said supposed election, those who voted in favor of the issue of said bonds, were induced to do so by said proposition ; that, under color of said supposed election, and in fulfillment of said proposition, a "committee of seven" was organized ; that the said Theodore Conkey was chairman of the board of supervisors of said town, and, as such, was a member of said committee ; that said Reeder Smith was a director & president of said Wolf River Branch Plank-road Company, and, as such, was chosen a member of said committee ; that a corrupt and fraudulent agreement was entered into at the said town about the 15th day of January, 1855, between the said Reeder Smith, Theodore Conkey

58 & Henry Hewett, whereby it was agreed, that said Hewett should

receive a contract for building said road at an extravagant price, and should take said bonds in payment; that the location of the road should be changed to a route which would benefit said Conkey's property much more than the previously-located line, but would be much less advantageous to said defendant and to the said plank-road company, and would be much more expensive; and that said Conkey, who was a merchant and provision dealer in said town, should also have the advantage of furnishing the supplies for the road, and should receive therefor a proportionate share of said bonds; and that the said Smith should receive one thousand dollars of said bonds to be applied in payment of a debt due him from said company; and that the said Smith and Conkey should accomplish the change in the location, and the letting of the contract, and the delivery of the bonds to said Hewett, by means of their official position, influence, and votes, as members of said committee; that, in pursuance of said corrupt and fraudulent agreement, said Smith and Conkey, by their votes and influence as aforesaid, caused said committee of seven, illegally and wrongfully, to abandon a desirable line of level road about two miles in length, which had been graded and part planked at large expense, to wit, two thousand dollars, and to adopt a circuitous route on which nothing had been done, and which required an expensive bridge and much heavy grading to complete, greatly decreasing, as well the value of defendant's stocks, as the advantage which defendant would otherwise have received from the building of said road, and in the hope of which the defendant gave its supposed consent to issue bonds; that, in further pursuance of said corrupt agreement, said Conkey and Smith, afterwards, to wit, on the 8th day of February, 1855, by their votes and influence, in their official position as members of said "committee of seven," caused said committee to appoint them, the said Conkey and Smith, a
59 special committee to let the contract for building said road, and having been so appointed, did, in further pursuance of said corrupt agreement, fraudulently and corruptly, execute and interchangeably deliver, with said Hewett, duplicate originals of a contract of the tenor and effect following, to wit:

"This article of agreement, made and entered into this 10th day of February, A. D. 1855, between Henry Hewett, of Kauka'na, Outagamie County, Wisconsin, party of the first part, and the Wolf River Branch Plank-road Company, and the town of Grand Chute, of the county and State aforesaid, parties of the second part, witnesseth:

"That the said Hewett hereby covenants and agrees to and with the said parties of the second part for himself, his heirs, executors, & administrators, that he will furnish all material and work necessary to build five miles of said company's road, beginning from the junction of said road with the Appleton and Kauka'na road, and running from there to the west line of the town of Grand Chute, as located by the committee of seven, so called, and will build and complete the first three miles by July 1st, 1855, and the remainder at the rate of one mile every month thereafter, and complete the same in a good and workmanlike manner, with a double grade 20 feet wide, and two good ditches, sufficient to carry off all the water, and cut out the timber thirty-three feet wide, with no grade greater than one foot to sixteen, and complete the same in good and workmanlike manner, within the time aforesaid, to the acceptance of said company's engineer.

"And the said company agree to pay the said Hewett, his heirs, executors, or administrators, twenty-five hundred dollars per mile for all of the said road of a natural grade, and 12 cents per yard for all extra exca-

vations, and twelve cents per yard for all extra embankment, and 20 cents per cubic foot for all timber in bridges, (no embankment is extra unless the earth is carried 100 feet,) said payment to be made in
60 the manner following: Nine thousand dollars in bonds of the town of Grand Chute, on the execution and delivery hereof, and the balance in cash on monthly estimates, said estimates to begin after work shall have been done to the amount of nine thousand dollars; said bonds to be taken at their face or par value. The said parties of the second part hereby reserve to themselves the right of changing the location of that part of said road which lies between the west line of section 29 and the west line of said town, at any time before the balance of said road shall be completed.

"The said Hewitt, in consideration of the covenants and agreements herein contained on the part of said company, hereby releases the property of said company, and the said company itself, from all liabilities on this contract, except so far as the said portion of the road to be completed by him will go, hereby covenanting that all rights which he may have, and claims which he has or may hereafter have, under this contract, shall and may be enforced against said five miles of road, and against no other property whatever of said company.

"In testimony whereof the said parties have executed this agreement the day and year first aforesaid. The said company and the said town acting by Reeder Smith, the president of said company, and Theodore Conkey, the chairman of the board of supervisors of said town, who were appointed a special committee to let this contract by a resolution of the committee of seven, so called, passed the 5th day of February, 1855, reference being had to the proceedings of the board of directors of said company, at a meeting held May 17th, 1854, for the constitution and authority of said committee of seven.

(Signed) "HENRY HEWETT,
"REEDER SMITH,
"*Pres't of the Wolf River Branch Plank-road Co.*
"THEO. CONKEY, *Committee.*

"In presence of—
"FREDERICK PACKARD."

That the prices specified in said contract were extravagant, and were purposely made so by said Conkey, Smith, and Hewett, in order
61 to defraud this defendant, and that for the same purpose said company was released from liability on said contract by the terms thereof: that for the same purpose it was therein provided that the work should be done to the acceptance of the company's engineer, and also that the whole nine thousand dollars in bonds should be paid in advance. That, in pursuance of said corrupt & fraudulent agreement said Conkey, who had received pretended authority by resolution of the board of supervisors of said town, to subscribe on behalf of said town, for ten thousand dollars of the capital stock of said company, and to issue bonds of said to the amount of said subscription, subscribed defendant's name to the promise to take ten thousand dollars of stock in said company, and agreed to pay for the same all at once in bonds of the town instead of paying by installments, according to the usual terms of such subscriptions. That, in pursuance of said corrupt and fraudulent agreement said Smith received what pretended to be bonds, or writings obligatory of this defendant, to the amount of one thousand dollars for his own use. That, in further pursuance of said corrupt agreement said

Hewett received nine thousand dollars in amount of said supposed bonds, being part & parcel of the said supposed bonds or writings obligatory, & coupons or interest warrants in said declaration mentioned, and afterwards transferred three thousand dollars in amount of the same to said Conkey. That the said Hewett, in further pursuance of said corrupt agreement, neglected and refused to build five miles of said road, or to complete any part whatever of said road, in a good and workmanlike manner, or any other manner whatever, and did not make a double grade twenty feet wide, or sufficient ditches to carry off the water, or cut out the timber thirty-three feet wide, and did not finish three miles, or any part of said road by July 1st, 1855, or any other time, and never fully complied with any agreement in said contract, and only partially complied so far as to lay about two miles of a very poor quality of
62 plank, in a very bad and unworkmanlike manner, with insufficient ditches, steep grades, and a narrow track, and to do a little grading in scattered spots over about two miles more. The whole work done by said Hewett did not cost more than three thousand dollars, and was entirely worthless to the defendant and to said company. That, in further pursuance of said corrupt & fraudulent agreement, long after the time for completing said contract had expired, and after the said company had ceased to build any road, and had become hopelessly insolvent, to wit, July 30th, 1857, one S. G. Callahan, who had been appointed engineer of said company, at the request of said Smith, Conkey, and Hewett, (said Smith being still the president of said company,) made a pretended estimate of said work done by said Hewett, and a pretended acceptance of said job, without any notice to, or any knowledge of said defendant. That solely by reason of the corrupt and fraudulent agreement and proceedings aforesaid, the stock of said company became entirely worthless. That the said defendant never received any benefit whatever from said supposed stock, or from said contract, or from the issue of said supposed bonds or coupons. That by reason of the fraud wherewith they are tainted as aforesaid, said several supposed bonds or writings obligatory, and said supposed coupons or interest warrants in said complaint mentioned, are wholly void. And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with said debt by virtue of said supposed bonds or coupons.

9th plea. And for a further plea in this behalf, by leave of the court first had and obtained, the defendant says that it ought not to be charged with said debt by virtue of the said supposed bonds or writings obligatory, or coupons or interest warrants, in the said declaration mentioned, because it says that said several supposed bonds or writings obligatory, with the supposed coupons or interest warrants thereto
63 attached, were not executed and delivered to said Wolf River Branch Plank-road Company for the purpose of carrying out the provisions of any act of the legislature of said State, or for any valid consideration, and that said plank-road company did not, for a valuable consideration, sell and negotiate said supposed bonds with said coupons to bona-fide holders; and that the same have not passed from hand to hand like other negotiable securities, and have not, as such, come to the hands of said plaintiff, as in that behalf in said declaration alleged; but, on the contrary, defendant says that said supposed bonds or writings obligatory, with coupons or interest warrants thereto attached, are part and parcel of ten thousand dollars in amount of pretended bonds or writings obligatory, with coupons or interest warrants thereto attached,

which were procured to be issued by means of fraud and deception, and by collusion between one Theodore Conkey, the then chairman of the board of supervisors of said town of Grand Chute, and one Reeder Smith, the then president of said plank-road company, and one Henry Hewett, a contractor, who sought to obtain a contract for the building of a portion of said company's road, and divers other persons, who were interested in land through or adjacent to where said company's road was sought to be located, and in pursuance of a conspiracy formed at said town of Grand Chute, on or about the 15th day of January, 1855, by said persons, for the purpose of defrauding this defendant, and the stockholders and creditors of said plank-road company; that, pursuant to said fraudulent design and purpose, said Reeder Smith received one thousand dollars in amount of said supposed bonds and coupons as a personal compensation for illegally and wrongfully effecting an abandonment of about two miles in length of a desirable line of said company's road already graded and part planked, at a large expense, to wit, two thousand dollars, and the adoption of a circuitous route on which nothing had been done, and which required an expensive bridge
64 and much heavy grading to complete, but which would benefit said Conkey's land much more than the route that was abandoned: that, pursuant to said fraudulent design and purpose, said Hewett received the remaining nine thousand dollars in amount of said supposed bonds & coupons, as an advance payment on a pretended contract with said company and said town for the building of five miles of said company's road, at an exorbitant price; that, pursuant to said fraudulent design and purpose, said Hewett afterwards transferred three thousand dollars in amount of said supposed bonds and coupons to said Conkey, for supplies and materials alleged to have been furnished him in the supposed performance of said pretended contract; that, as soon as said conspiracy was known to the public, and about the time of the issuing of said supposed bonds, and on about the 12th day of March, 1855, said defendant caused notice to be given in the New York City stock market, and the other stock markets of the United States, of the illegal and fraudulent issue of said bonds, and that the same would not be paid: such notice being given to the public, through the financial columns of the New York Tribune, and other newspapers having a general national circulation, and also through the columns of the Milwaukee Sentinel, Green Bay Advocate, and other newspapers having a general circulation in the State of Wisconsin.

And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with said debt, by virtue of said supposed bonds or coupons.

GEORGE W. LAKIN,
Def't's Att'y.

I certify that, in my opinion, the above special pleas are well founded.
GEORGE W. LAKIN.

NOVEMBER 7, 1870.

This day came the defendant's counsel, and on his motion it is ordered by the court that the plaintiff reply to defendant's pleas instanter.

65 And afterwards, to wit, on the thirty-third day of said term, to wit, on the 14th day of November, A. D. 1870, the following proceedings were had, to wit:

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE. } At law.

This day came the plaintiff, by his counsel, and moved the court to vacate and set aside the order of this court, made on the 31st day of October, 1870, allowing the defendant to file additional pleas after the trial by jury upon the plea in abatement, and also the order directing the plaintiff to reply to such pleas, made on the 7th day of November, and also to strike off the said additional pleas filed on the 31st day of October, 1870, and for final judgment in favor of the plaintiff upon the verdict of the jury upon the plea in abatement.

Which motion is as follows:

Motion for judgment.

U. S. circuit court, eastern district of Wisconsin.

GEO. W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

And now comes the said plaintiff and moves the court now here to vacate and set aside the order of this court, made on the 31st of October, 1870, allowing the defendant to file additional pleas after the trial by jury upon the plea in abatement; and also the order directing the plaintiff to reply to such pleas made on the 7th day of November; and also to strike off the said additional pleas filed on the 31st day of October, 1870, and for final judgment in favor of the plaintiff upon the verdict of the jury upon the plea in abatement.

PALMER, HOOKER & PITKIN,
Pl'ff's Att'ys.

And being submitted, it is ordered by the court that the said
66 motion be, and hereby is, overruled.

And came the plaintiff, by his counsel, and moved the court to strike off the second and eighth of the additional pleas filed Oct. 31, 1870, for reasons filed, as follows:

Motion to strike off pleas.

U. S. circuit court, eastern district of Wisconsin.

GEO. W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

And now comes the plaintiff and moves the court now here to strike off the second of the additional pleas filed Oct. 31, 1870, as inconsistent with the first of such additional pleas; and also to strike off the eighth of said additional pleas, as embracing the same matter as the plea in abatement.

PALMER, HOOKER & PITKIN,
Pl'ff's Att'ys.

And being submitted, it is ordered by the court, defendant's counsel objecting thereto, that the said second plea, (being plea of non est factum,) and said eighth plea be, and hereby are, stricken off.

Whereupon the plaintiff, by his said counsel, filed his replication to the 1st, 4th, and 6th of said additional pleas, and his demurrer to the 3rd, 5th, 7th, and 9th of said pleas.

And came the defendants' counsel and filed his joinder in demurrer to the 3rd, 5th, 7th, and 9th pleas; and also his demurrer to the plaintiff's replication to the sixth plea.

And came the plaintiff, by his counsel, and filed his joinder in demurrer to replication to 6th plea.

Demurrers & replication.

U. S. circuit court, eastern dist. of Wisconsin.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

67 And the said plaintiff, as to the plea of the said defendant, by it firstly above pleaded, and whereof it hath put itself upon the country, doth the like, &c.

And the said plaintiff, as to the said pleas of the said defendant, by it thirdly, fifthly, seventhly, and ninthly above pleaded, saith that the same, and each of the same, and the matters therein contained, in manner and form as the same are pleaded and set forth, are not sufficient in law to bar or preclude him, the said plaintiff, from having or maintaining his aforesaid action thereof against the said defendant, and that the said plaintiff is not bound by law to answer the same. And this the said plaintiff is ready to verify.

Wherefore, by reason of the insufficiency of the said pleas in this behalf, the said plaintiff prays judgment and his debt aforesaid, together with his damages by him sustained on occasion of the detention thereof to be adjudged to him, &c.

And the said plaintiff, as to the said plea of the said defendant, by it fourthly above pleaded, saith that the said plaintiff, by reason of anything by the said defendant in that plea alleged, ought not to be barred from having and maintaining his aforesaid action thereof against the said defendant, because he saith that the said defendant was authorized by the said act of the legislature of the State of Wisconsin, approved February 10th, 1854, in said declaration mentioned, together with an act of the legislature of said State of Wisconsin, entitled "An act to amend an act entitled 'An act to incorporate the Winnebago Lake and Fox River Plank-road Company,' and to create the Wolf River Branch Plank-road Company," approved February 21st, 1854, to subscribe for stock in the Wolf River Branch Plank-road Company, and was authorized to issue bonds for stock in the said Wolf River Branch Plank-road Company; without this, that the said defendant was authorized by said act to subscribe only for the capital stock of the Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company, and to issue bonds for the purpose, only, of paying for the stock subscribed to the said Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company, in manner and form as the said defendant hath above in its said fourth plea alleged.

68 And this the said plaintiff prays may enquired of by the country, &c.

And the said plaintiff, as to the said plea of the said defendant, by it sixthly above pleaded, saith that the said plaintiff, by reason of anything by the said defendant in that plea alleged, ought not to be barred from having and maintaining his aforesaid action thereof against the said defendant, because he says that, on or about the 12th day of March, A. D. 1855, the said town of Grand Chute, the supposed bonds and coupons of the 29th day of January, A. D. 1855, referred to in said plea, were surrendered to the said defendant for cancellation, and were then and there by said defendant duly cancelled and destroyed, on account of a supposed informality in their issue; and that the said defendant, then and there, being by law duly authorized thereto, issued the bonds and coupons mentioned in the said declaration, as a substitute for and a reissue of the said supposed bonds and coupons in the said plea referred to, to wit, at the place aforesaid. And this the said plaintiff is ready to verify.

Wherefore he prays judgment and his debt aforesaid, together with his damages by him sustained, on occasion of the detention thereof, to be adjudged to him, &c.

PALMER, HOOKER & PITKIN, &
GEO. B. GOODWIN, *Pl'ff's Att'ys.*

I hereby certify that the foregoing demurrers and special replication are, in my opinion, well founded.

H. L. PALMER,
Of Counsel for Pl'ff.

Joinder on demurrer.

The United States circuit court, eastern district of Wisconsin.

THE TOWN OF GRAND CHUTE }
ads.
GEORGE W. WINEGAR. }

And the said defendant saith that its said pleas, by it thirdly, fifthly, seventhly, and ninthly above pleaded, and the matters therein contained in manner and form as the same are above pleaded and set forth,
69 are sufficient in law to bar and preclude the said plaintiff from having or maintaining his aforesaid action thereof against it, the said defendant; and the said defendant is ready to verify and prove the same, when, where, and in such manner as the said court here shall direct and award. Wherefore, inasmuch as the said plaintiff hath not answered the said plea, nor hitherto in any manner denied the same, the said defendant prays judgment, and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against it, the said defendant, &c.

GEO. W. LAKIN,
Att'y for Def't.

Demurrer to replica'n.

United States circuit court, eastern district of Wisconsin.

THE TOWN OF GRAND CHUTE }
ads.
GEORGE W. WINEGAR. }

And the said defendant saith that the said replication of the said

plaintiff to the sixth plea of it, the said defendant, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against said defendant; and that the said defendant is not bound by law to answer the same; and this the said defendant is ready to verify. Wherefore, for want of a sufficient replication in this behalf, the said defendant prays judgment, if the said plaintiff ought to have or maintain his aforesaid action thereof against it, said defendant.

GEO. W. LAKIN,
Def't's Att'y.

Joinder.

United States circuit court, eastern district of Wisconsin.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

70 And now comes the said plaintiff, by Palmer, Hooker & Pitkin, & George B. Goodwin, his attorneys, and saith that the said replication of the said plaintiff to the sixth plea of the said defendant, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are sufficient in law for the said plaintiff to have & maintain his aforesaid action thereof against the said defendant; and the said plaintiff is ready to verify & prove the same when, where, & in such manner as the said court here shall direct & award. Wherefore, inasmuch as the said defendant hath not answered the said replication, nor hitherto in any manner denied the same, the said plaintiff prays judgment, and his damages by reason of the premises, &c.

PALMER, HOOKER & PITKIN,
GEO. B. GOODWIN, *Pl'ff's Att'y's.*

And afterwards, to wit, on the thirty-fourth day of said term, to wit, on the 15th day of November, A. D. 1870, the following proceedings were had, to wit:

Order of court on demurrer.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE. } At law.

This day came the parties, by their counsel, and the demurrers of the plaintiff to the third, fifth, seventh, and ninth pleas of defendant being submitted, it is ordered by the court that the said demurrers be, and hereby are, sustained. And the demurrer of the defendant to the plaintiff's replication to the sixth plea being submitted, it is ordered by the court that the said demurrer be, and hereby is, overruled.

Trial.

Whereupon the issues herein came on to be tried, and a jury was called to try the same, who came, to wit, Michael Bodden, Robert Trumble, Enos Gay, James R. Morris, M. C. Cook, Thomas J. Freeman, Isaac

Selleck, Moses S. Scott, George Bowman, George K. Gregory, James Siddell, and Frederick Wardner, twelve free, honest, and lawful
71 men of the district, who were severally sworn and empanneled; and, the trial not being concluded, the same was adjourned until to-morrow morning.

And afterwards, to wit, on the thirty-fifth day of said term, to wit, on the 16th day of November, A. D. 1870, the following proceedings were had, to wit:

Verdict.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE. } At law.

This day came the parties, by their counsel, and the trial of the issues herein was resumed; and, the jurors of the jury aforesaid being charged by the court, on their said oaths respectively do say that they find the several issues herein in favor of the plaintiff; and that the defendant does owe and is indebted to the plaintiff eight thousand five hundred dollars, and assess the damages to the said plaintiff at thirteen thousand three hundred and twenty-five dollars and ninety-six cents, making in all twenty-one thousand eight hundred and twenty-five dollars and ninety-six cents.

And came the defendant's counsel and moved the court in arrest of judgment for reasons filed, as follows:

Motion in arrest of judg't.

United States circuit court, eastern district of Wisconsin.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

And now, after verdict, comes the defendant, by George W. Lakin, its att'y, and moves the court that judgment herein be arrested and stayed, because, upon the law, the pleadings and the whole record, it is apparent that the plaintiff is not entitled to judgment against the defendant.

Nov. 16th, 1870.

GEORGE W. LAKIN,
Def't's Att'y.

72 And afterwards, to wit, on the thirty-eighth day of said term, to wit, on the 21st day of November, A. D. 1870, the following proceedings were had, to wit:

Motion in arrest of judg't overruled.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE. } At law.

This day came the parties, by their counsel, and the motion in arrest of

judgment came on to be heard and was submitted; on consideration whereof it is ordered by the court that the said motion be, and hereby is, overruled.

And came the defendant's counsel and moved the court that judgment and all further proceedings in this case be stayed until after the suit in equity, wherein this defendant is complainant and this plaintiff and others are defendants, shall have been finally decided by the supreme court, which motion is as follows:

Motion to stay proceedings, &c.

The United States circuit court, eastern district of Wisconsin.

GEORGE W. WINEGAR
vs.
THE TOWN OF GRAND CHUTE.

And now comes the said defendant, by Geo. W. Lakin, its attorney, and moves that judgment and all further proceedings in this case be stayed until after the suit in equity, wherein the town of Grand Chute is complainant, and George W. Winegar, George B. Goodwin, Theodore Conkey, & Henry Hewett are defendants, lately pending in this court, and now appealed to the Supreme Court of the United States, and which involves the entire merits of this case, shall have been finally decided.

Nov'r 21st, 1870.

GEO. W. LAKIN,
Att'y for Def't.

And being submitted, it is ordered by the court that the said
73 motion be, and hereby is, overruled.

Whereupon it is considered and adjudged by this court now here, that the plaintiff do have and recover of the said defendant, The Town of Grand Chute, the sum of twenty-one thousand eight hundred and twenty-five dollars and ninety-six cents, debt and damages, so as aforesaid found and assessed by the jury, together with eighty dollars and eighty-six cents, his costs about his said suit in this behalf by him expended; and that he have execution therefor.

Judgment-roll signed November 21st, A. D. 1870.

Debt & damages $21,825 96; costs 80 86—$21,906 82.

EDWARD KURTZ, *Clerk.*

Judgment-roll filed November 21st, A. D. 1870, at 5 o'clock, p. m.

EDWARD KURTZ, *Clerk.*

DECEMBER 20, 1870.

This day came R. H. Randall and James Gilmore, of Appleton, Wisconsin, and filed their bond in the penalty of five hundred dollars, conditioned that the defendant shall prosecute a writ of error to effect and answer all damages and costs if it shall fail to make its plea good, which bond is approved by the district judge, and is as follows:

Bond.

Know all men by these presents that we, R. H. Randall & James

Gilmore, of Appleton, Outagamie County, Wisconsin, are held and firmly bound unto George W. Winegar, in the full and just sum of five hundred dollars to be paid to the said George W. Winegar, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this thirteenth day of December, in the year of our Lord one thousand eight hundred and seventy.

Whereas lately at a term of the United States circuit court in and for the eastern district of Wisconsin, in a suit depending in said court, between said George W. Winegar, plaintiff, and the Town of Grand Chute, defendant, judgment was rendered against the said Town
74 of Grand Chute, and in favor of said George W. Winegar, and the said Town of Grand Chute having taken the requisite proceedings to remove said suit and judgment to the Supreme Court of the United States, and having obtained a writ of error, and filed a copy thereof in the clerk's office of the said court, to reverse the judgment in the aforesaid suit, and citation directed to the said George W. Winegar, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now, the condition of the above obligation is such, that if the said Town of Grand Chute shall prosecute the writ of error to effect, and answer all damages and costs if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

R. H. RANDALL. [L. S.]
JAMES GILMORE. [L. S.]

Sealed and delivered in presence of—
A. ALEXANDER.

Approved by—

A. G. MILLER, *Judge.*

Whereupon a writ of error and citation issued, and a copy of said writ of error lodged for defendant in error.

75 DECEMBER 19, 1870.

Bill of exceptions filed and signed as follows:

Bill of exceptions.

The United States circuit court, eastern district of Wisconsin.

GEORGE W. WINEGAR.
vs.
THE TOWN OF GRAND CHUTE.

Be it remembered that, afterwards, to wit, on the day of November, A. D. 1870, the issue on the plea in abatement, which plea was filed June 6th, 1870, came on to be tried; that the court having decided that the defendant having the affirmative of the issue, the defendant's counsel offered and read in evidence to the jury the deposition of the plaintiff, Geo. W. Winegar, whose testimony was in substance as follows:

Circuit court of the United States, in the district of Wisconsin.

GEORGE W. WINEGAR
against
THE TOWN OF GRAND CHUTE.

NORTHERN DISTRICT OF NEW YORK, *ss:*

Before Charles S. Adams, U. S. commissioner in and for said district.

The deposition of George W. Winegar, the said plaintiff, on behalf of the defendant, at the office of D. S. Robinson, jr., in the village of Union Springs, in said district, on the 17th day of June, 1870—present, Anson Ballard, of counsel for defendant, the plaintiff in person.

On motion of plaintiff the cause was adjourned until 10 o'clock a. m., June 18, 1870, at my office in Auburn, in said district.

On the 18th day of June, the adjourned day, the parties appeared, John T. Ruyon, of counsel, and the defendant by Anson Ballard, of counsel.

76 And the plaintiff, GEORGE W. WINEGAR, being duly sworn, doth depose and say as follows, to wit:

My name is George W. Winegar; am 45 years of age; and teller of the First National Bank of Union Springs; and reside at Union Springs, Cayuga County, New York. I reside more than one hundred miles from the State of Wisconsin. I have resided at Union Springs about four years. I lived in Michigan before that; Kalamazoo Co. I am the plaintiff in this action. I claim to be the absolute owner of the bonds in question in this suit. In case of a recovery I do not divide with any person. I think I acquired these bonds in Jan'y last, of the agent of Henry Hewett. The agent's name was George B. Goodwin. I do not know Henry Hewett personally; I do not know Goodwin personally. The business was transacted at Union Springs. Goodwin then resided, and now resides, at Milwaukee, Wisconsin. These bonds are not in my possession; I have a bill of sale of them. They are subject to my order. I have not got the bill of sale with me. The bonds have never been in my possession. I think this bill of sale was signed by the agent, Goodwin. I gave, in consideration for the assignment, my promissory notes. I think one of the notes was for $2,500, payable one year from date; one for $2,600, payable two years from date. That was the whole consideration; 2d note stated would be seven per cent. I hardly know where the notes were made payable; I think at the bank at Union Springs. I do not know who have those notes now. I am not certain that they are not in the hands of the bank or in the hands of some one of the officers. I do not know where they are. I have known Goodwin several years; I don't know how long. The notes were given and the bill of sale received at the First National Bank of Union Springs. I do not remember of anybody being present besides myself and Goodwin. I do not remember the amount of the bonds. There was $8,500 that I remember of without interest. I do not remember how many years' interest was due at the time I bought them. I think the notes

77 I gave for the bonds were in the name of Goodwin. I gave no security collateral to the notes. When I gave my notes for the bonds I think I was aware that no interest had been paid on them. I think I asked Mr. C. T. Backus, the president of the bank of Union Springs, as to the value of the bonds. I don't remember that I

enquired of any other person. This was the same Backus largely concerned in the Merchants' Union Express Company. He and Goodwin married sisters. Backus or Goodwin, or either of them, did not assure me that I would not be required to pay the notes in case the bonds were not collected. I applied to be discharged from my debts under the bankrupt law of Congress in 1868, in the district court of the northern district of New York. I received a discharge from that court from my debts in October, 1868, I think. I have held my present position in the bank ever since, at a salary or compensation of $800 a year. I have been engaged in other business, since my discharge, than the bank, which has yielded me an income or profit. I have speculated in stocks some. Can't say how much I have realized. I am not the owner of any real estate. Purchased those bonds for speculation. From inquiries I made of certain persons, I was led to make this purchase. I had no reason to believe that they were any other than good and valid bonds. I so believed at the time I made the purchase. The purchase was made by me in good faith, and without any knowledge or information other than that they were good and valid bonds. I, in equal good faith, gave my notes for the same, and they will be met. I hardly think I have seen the bonds. Goodwin never asked me more than fifty-one hundred dollars for the bonds I purchased of him. At the time I took the bill of sale of the bonds, I employed Goodwin to bring a suit upon them. I agreed with him about the compensation. I was to give him a certain percentage when collected. I don't remember the amount. It was less than fifty per cent., I think; can't say how much. I have not had any communication with my other attorneys in regard to
78 this suit or the bonds in question. I think Goodwin gave me an order on a banker in Milwaukee for the bonds at the time he gave me the bill of sale. I can't remember the banker's name. I think I had been negotiating for the bonds with Goodwin about a year and a half or two years before I purchased. We had frequent interviews about the purchase and sale of these bonds. I authorized Goodwin to employ Palmer, Hooker & Pitkin to assist him in the suit. Goodwin refused to take any less than fifty-one hundred dollars for the bonds. I don't remember the agreement about the compensation to the other attorneys Goodwin was to employ. I received money from the bank as accomodation for the stock speculation which I mentioned.

The testimony aforesaid of the plaintiff, Geo. W. Winegar, was all of the testimony introduced on said issue by either party.

And thereupon the court instructed the jury to find the issue for the plaintiff.

To which instruction of the court the defendant, by his counsel, excepted.

The plaintiff, thereupon, moved for final judgment upon the verdict of the jury, which was denied.

And the plaintiff, after the pleas in bar were filed, moved to strike off the same and for final judgment upon the verdict, on the plea in abatement.

And afterwards, on the 14th day of November, 1870, the plaintiff, by his counsel, moved the court to strike off the second of the additional pleas filed Oct. 31st, 1870, for the alleged reason that the same was inconsistent with the first of such additional pleas; and also to strike off from the records the eighth of said additional pleas, for the alleged reason that the same embrace the same matters as those embraced in the plea in abatement.

And the court then and there allowed said motion, and then and there

decided to strike off from the records the said second and eighth
79 (8th) pleas, and did then and there strike the same off.

To which last said ruling and decision of said court the defendant, by his counsel, did then and there except. Said second and eighth pleas are here expressly mentioned and referred to and retained in the record and made part and parcel of the record and of this bill of exceptions, as fully as if the same were copied and transcribed herein.

And afterwards, to wit, on the day of November, the said action came on to be tried upon the said several issues of fact made and joined between the parties aforesaid.

And thereupon the counsel for the plaintiff offered in evidence to the jury evidence & testimony pertinent to the said issues. Whereupon the counsel for the defendant objected to any and all evidence on the part of the plaintiff, for the reason that, on the pleadings in the case, and under the law by which the plaintiff claims that the bonds and coupons were issued, the plaintiff is not entitled to recover against the defendant.

And the court overruled said objections, and allowed the plaintiff to proceed and to introduce his testimony to the jury; and to which said ruling the defendant, by his counsel, then & there excepted.

The plaintiff's counsel then offered to read and read in evidence chap. 40 of the private laws of 1854 of the State of Wisconsin, which act is as follows, to wit:

CHAP. 40.

AN ACT to authorize the towns therein named to subscribe for plank-road stock.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. The boards of supervisors of the towns of Grand Chute, Greenville, Hortonia, Mukwa, Centerville, Waupaca, Scandinavia, Plover, and Stevens Point, or any of said towns, are hereby authorized, under the restrictions and conditions hereinafter mentioned, to subscribed, in behalf of said towns, or any of them, to the capital stock of the Wolf River Branch of the Winnebago Lake and Fox River
80 Plank-road Company such amounts, not exceeding ten thousand dollars for any one town, as may be declared by the board of directors of said company necessary for the completion of said road at the time of such subscription, and to pay for the same in bonds of the town or towns so subscribing, payable in fifteen years from the date thereof, with interest at a rate not exceeding ten per cent. per annum, payable annually, at such place within or without the boundaries of this State as shall be therein named.

SEC. 2. The board of supervisors of any town so subscribing, and in which such bond shall be issued, shall annually levy a tax upon the taxable property of such town sufficient to pay the interest upon such bonds, together with the expenses of collecting and paying over the same, after deducting any dividends that may be due to said town upon said shares of stock so subscribed for by them; and the treasurer of every such town shall collect the said tax and apply the proceeds thereof to the payment of the interest due on the bonds so issued by said town.

SEC. 3. The share of stock in said company that shall be issued to any town so subscribing, and all dividends arising therefrom, shall be,

by the terms of said bonds, irrevocably pledged for the payment of principal and interest upon said bonds: *Provided*, That the board of supervisors of any town so subscribing may sell such shares of stock, and apply the proceeds to the payment of interest and principal on the bonds so issued by said town.

SEC. 4. When the principal sum named in such bonds shall become due, the boards of supervisors of each town so having issued them shall levy a tax upon the taxable property of such town sufficient for the payment of such principal sum, with the expenses of collecting and paying over the same; and such tax shall be collected and paid over in the same manner as the tax mentioned in section second of this act.

SEC. 5. The board of supervisors of each town so subscribing shall annually appoint one road stock commissioner for such town,
81 who shall reside in such town, and shall attend all the annual or special meetings of the stockholders of said company, and shall be entitled to cast one vote for every share of stock which such town may hold in said company; and in case of the absence or inability to attend of any such commissioners, he may appoint in writing, under his hand, some other person, who shall have the same power.

SEC. 6. No bonds shall be issued by any town in pursuance of this act, unless a majority of the votes cast in said town at the election hereinafter mentioned shall be in favor of the same.

SEC. 7. A special election shall be called and held in each of the towns before named, for the purpose of carrying this act into effect, within six months after the passage of this act. At such election, those voting in favor of the subscription of stock and the issuing of bonds, in accordance with the provision of this act, shall put in ballots having inscribed on them the words, "For the road," and those voting against such subscription and issue of such bonds, shall put in ballots inscribed with the words, "Against the road." Notice of such election shall be given for two weeks successively next preceding said election in some newspaper printed in the county where the town so voting is situated, and such elections, and the canvass thereof, shall be held at the same place, and conducted by the same persons, and in the same manner in all respects as the annual town meetings of each town.

SEC. 8. This act shall take effect from and after its passage. Approved February 10, 1854.

And the defendant's counsel then and there objected to the reading in evidence said act, because said act has no applicability to the case, and did not authorize the issuing of the bonds; and because said act is unconstitutional and void.

And the court then and there overruled said objections and allowed said act to be read in evidence to the court and jury; and to which last said ruling and decision of the court the defendant, by its counsel, excepted.

82 And the plaintiff then offered to read in evidence an act of the territorial legislature of Wisconsin, passed March 13, 1848, entitled "An act to incorporate the Winnebago Lake and Fox River Road Company," as follows, to wit:

AN ACT to incorporate the Winnebago Lake and Fox River Road Company, approved Mar. 13, 1848.

Be it enacted by the council and house of representatives of the Territory of Wisconsin:

SECTION 1. That Albert G. Ellis, William Mitchell, Samuel Ryan,

Henry S. Baird, William Dickinson, Erastus M. Drury, Silver Morton, Francis McCarty, and George McWilliams, and such other persons as shall associate with them and become stockholders pursuant to the provisions of this act, shall be, and hereby are created and made a body corporate and politic, in fact and in name, by the name of "The president and directors of the Winnebago Lake and Fox River Road Company," and by that name they and their associates shall have perpetual succession, and shall be capable of suing and being sued, pleading and impleaded, answering and being answered unto, defending and being defended in all courts and places whatsoever, in all matters appertaining to said company.

SECTION 2. The said company shall have power to construct a plank-road from Winnebago Lake to the foot of the rapids of the Grand Kakalin, in Fox River, and the route of said road between the points above named shall be determined by the directors of said company when elected by the stockholders and duly organized, and they shall have power, in their discretion, to construct said road along and upon any highway now or hereafter to be laid out, opened and established by the proper authorities, and of such width, and in such manner as the said directors shall determine; and the said tracts, side-cuts, or turn-outs upon the same may be made of plank, charcoal, stone, or timber, or a part of each, or of any other hard material, securely laid, so as to form a smooth and even surface.

SECTION 3. The capital stock of said company shall not exceed
83 the sum of fifty thousand dollars, to be divided into shares of twenty-five dollars each, and shall be transferable in such manner as shall be prescribed in and by the bye-laws of the said company, and each stockholder shall be entitled to one vote for each and every share of stock held by *them*, by proxy or in person.

(There are other sections of the act, from 4 to 12 inclusive, which may be referred to, if the parties desire to do so, the same as if the whole were incorporated in this bill of exceptions.)

And the defendant, by its counsel, then and there objected to the reading in evidence said act of the legislature, because of irrelevancy; and the court overruled the objection and allowed said act to be read in evidence to the jury, and the same was so read; and to which said ruling and decision the defendant's counsel then and there excepted.

The plaintiff then offered to read in evidence chapter 72, of the laws of Wisconsin, passed Feb'y 15th, 1851, which is as follows:

Chap. 72, private laws of Wisconsin.

AN ACT to amend an act entitled "An act to incorporate the Winnebago Lake and Fox River Road Company," approved March 13, 1848.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. The board of directors and stockholders, organized under the act of which this is amendatory, are hereby authorized to increase the capital stock of said company not to exceed one hundred thousand dollars for the construction of a branch, extending to the Wolf River to commence at such point on the Winnebago Lake and Fox River Road, and terminate at such point on the Wolf or Wisconsin Rivers as said company may judge best.

SECTION 2. When five hundred shares shall be subscribed for the construction of the Wolf River Branch Road, and one dollar paid in on each share, the said company shall be impowered to act, and are

hereby authorized to construct said branch under the same regulations, liabilities, restrictions, and privileges as are specified in the act to which this is amendatory.

SECTION 3. Said company is hereby authorized to keep separate books for the Wolf River Branch Road, and to declare dividends; and all stock issued for the same shall be the stock of the Wolf River Branch of the Winnebago Lake and Fox River Road, and they may have, and are hereby authorized to create, at their discretion, a separate board of directors, and to have a president, secretary, and treasurer for the said branch to be created by the stockholders in said branch, on the same condition as provided for the creation of the board in the act of which this is amendatory.

FREDERICK W. HORN,
Speaker of the Assembly.
DUNCAN C. REED,
President Pro-tempore of the Senate.

Approved February 15, 1851.

NELSON DEWEY.

And the defendant, by its counsel, then and there objected to the reading in evidence said act, because of irrelevancy, and because it is not referred to in the declaration in the case, and because it is unconstitutional and void; and the court overruled the objections, and allowed the same to be read in evidence, and the same was read in evidence; to which said ruling and decision of the court the defendant excepted.

And the plaintiff, by his counsel, offered to read in evidence to the jury, an act approved Feb'y 10th, 1853, of private laws of Wisconsin, chap. 16, which is as follows:

CHAP. 16.

AN ACT to amend an act entitled An act to incorporate the Winnebago Lake and Fox River Road Company.

The people of the State of Wisconsin, represented in senate and assembly do enact as follows:

SECTION 1. The ninth line of section one of the act to which this act is amendatory, approved March 13, 1848, is hereby amended so as to read as follows: "Fox River Plank-road Company, and by that name they and their," and the body corporate created by such act, shall hereafter be known by the name of "The President and Directors of the Winnebago Lake and Fox River Plank-road Company."

SECTION 2. Section five of said act is hereby amended so as to confer upon the said directors therein referred to, or a majority of them, the additional right and power to fill any vancancy or vacancies that may at any time occur in the board of said directors.

Approved February 10, 1853.

And defendant, by its counsel, then and there objected to the reading the same in evidence on the ground of irrelevancy; and the court overruled the objection, and allowed the same to be read, and it was read in evidence; to which last said ruling the defendant, by its counsel, excepted.

And the plaintiff then and there offered to read in evidence an act of the legislature of Wisconsin, (private laws,) chapter 69 of laws of 1854, as follows:

CHAP. 69.

AN ACT to amend an act entitled An act to incorporate the Winnebago Lake and Fox River Plank-road Company, and to create the Wolf River Branch Plank-road Company.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SEC. 1. The board of directors, created by the acts to which this is amendatory, and such other persons as are now, and shall be, associated with them hereafter, and become stockholders, pursuant to the provisions of this act, shall be, and hereby are, created and made a body corporate and politic in fact and in name of "The President and Directors of the Wolf River Branch Plank-road Company," and by that name they and their associates shall have perpetual succession, and shall be capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all cases and places, in all matters appertaining to said company.

SEC. 2. Said company shall have power to construct a plank or turnpike road from Appleton to Stevens Point on the Wisconsin
86 River, of such width as the board of directors may determine so as to make a smooth and even surface of either plank, gravel or charcoal. And such portions as are grubbed and graded without plank; to receive one-half toll on the portion graded and not planked; and they shall at all times have all the rights and privileges secured in the charter of which this is amendatory; and the board of directors shall be, and are hereby, authorized to fix the annual election of the said board of directors by the by-laws, on such day as the majority of the board shall determine; and all stock issued in said company shall be the stock of "The Wolf River Branch Plank-road, instead of Wolf River Branch of the Winnebago Lake and Fox River Road Company."

Approved February 21, 1854.

And the defendant, by its counsel, objected to the reading in evidence said act, for the alleged reason that there never was any such act as that specified and described in the title to said act, and because said act is not amendatory of any act of the legislature of Wisconsin, and because said act is void for uncertainty and unconstitutionality; and the court overruled said objections, and allowed the same to be read in evidence; and to said ruling the defendant, by its counsel, then and there excepted.

The plaintiff then offered in evidence the bonds and coupons declared on, and copies of which are appended to and made part of the declaration.

And the counsel for the defendant then and there objected to the reading of the said bonds & coupons in evidence, because said bonds purport to have been issued by and under the authority of the act of the legislature of Wisconsin, approved Feb'y 10, 1854, which is supposed to have created a corporation by the name of the "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company," and to which said corporation alone said act authorized the bonds to be
87 issued; whereas in fact, and as appears from the declaration, said bonds were issued to a supposed corporation created by the act of the legislature of Wisconsin, approved Feb'y 21st, 1854, called the "Wolf River Branch Plank-road Company," eleven days after the authority to issue the bonds was conferred by said act of Feb'y 10th, 1854.

The act of Feb'y 10, 1854, authorized the issue of bonds to one company, to wit, to the "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company," and the bonds were issued to another and different company, to wit, to the "Wolf River Branch Plank-road Company," named in the act of Feb'y 21st, 1854.

And the court overruled said objections, and allowed said bonds & coupons to be read in evidence to the jury, and the same were so read in evidence; and to which last said ruling and decision of the court the defendant, by its counsel, then & there excepted.

The plaintiff here rested.

And the defendant, on its part, offered to read in evidence the deposition of the plaintiff, Geo. W. Winegar, the substance of which deposition is above herein given, it being the same that was read on the issue in abatement.

And the counsel objected to the reading said deposition in evidence, on the ground that the same was incompetent, irrelevant, & immaterial, and on the alleged ground that the same was not admissable under the pleadings in the case. And the court sustained said objection, and decided to rule out said deposition, and did refuse to allow the same to be read in evidence; and to which said rulings and decisions the defendant, by its counsel, did then & there except.

The defendant then offered in evidence the record of an action brought in the United States court for the district of Wisconsin, to wit,
88 in this court on or about Oct. 21st, 1861, in the name of Henry Decker, jr., against the Town of Grand Chute. Said action was brought on some of the same coupons which appear in this action, and the record is offered to show that the bonds & coupons were in litigation at that early period. The record in that case, to wit, in the suit brought by Henry Decker, jr., is in substance as follows, to wit:

THE UNITED STATES OF AMERICA,
District of Wisconsin, ss:

[L. S.] The President of the United States of America to the marshal of the district of Wisconsin, greeting:

You are hereby commanded to summon the Town of Grand Chute to appear before the district court of the United States of America for the district of Wisconsin, at Milwaukee, on the first Monday of November ensuing, then and there to answer unto Henry Decker, jr., in a plea of debt, to his damage ten thousand dollars, which shall then and there be made to appear. And of this writ make due return.

Witness the Hon. Andrew G. Miller, judge of the said district court of the United States, at the city of Milwaukee, in the said district, this 21st day of October, in the year of our Lord one thousand eight hundred and sixty-one, and of the independence of the United States the eighty-sixth.

J. M. MILLER, *Clerk.*

GEORGE B. GOODWIN &
PALMER & STARK, *Attorneys.*

Filed Nov'r 1st, 1861.

Declaration.

UNITED STATES OF AMERICA,
District of Wisconsin:

District court of the United States for the district of Wisconsin, of the first Monday of November, in the year of our Lord one thousand eight hundred and sixty-one.

DISTRICT OF WISCONSIN, *ss:*

Henry Decker, jr., who is a resident and citizen of the State of New York, plaintiff in this suit, by George B. Goodwin and Palmer
89 & Stark, his attorneys, complains of the Town of Grand Chute, defendant in this suit, an organized town within the limits of the State of Wisconsin, and within the district of Wisconsin, of a plea that it render unto the said plaintiff the sum of five thousand two hundred & ninety-five $\frac{16}{100}$ dollars, which it owes to and unjustly detains from him, the said plaintiff.

For that whereas the said defendant heretofore, to wit, on the 12th day of March, 1855, at the town of Grand Chute, in said district, in pursuance of an act of the legislature of Wisconsin, entitled an act to authorize the towns therein named to subscribe for plank-road stock, approved February 10, 1854, did duly execute, issue, and deliver eight bonds, under the seal of the said Town of Grand Chute, and the signature of the chairman of the board of supervisors of the said town of Grand Chute, all bearing date on the said twelfth day of March, A. D. 1855, whereby the said defendant in and by each of the said bonds, recited that the legislature of the State of Wisconsin, on the 12th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the said town of Grand Chute to subscribe for the said town of Grand Chute *to subscribe for the said town of Grand Chute* ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years; and that the said board of supervisors, at a meeting of their board did agree by resolution of said board, to subscribe ten thousand dollars to the stock of the said Wolf River Branch Plank-road Company; and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that the said bonds be assigned by the chairman of the said board of supervisors under the seal of the said town. And that for the purpose of carrying out the provisions of the said act of the legislature, and in accordance with the resolutions of the said board of supervisors as aforesaid, the said defendant in and by each of said eight bonds, acknowledged itself to be indebted to and to be held and firmly bound unto the
Wolf River Branch Plank-road Company, or to the bearer of
90 the said bonds, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to the said Wolf River Branch Plank-road Company, or bearer, or their successors, or assigns, for which full payment well and truly be made, the said town bound itself firmly by those presents, and thereby pledged irrevocably the said stock and the proceeds thereof.

And the said plaintiff says that each and every of the said eight bonds or writings obligatory was and is subject to a certain condition thereunder written, whereby it was and is provided that if the said Town of Grand Chute shall pay or cause to be paid to the said Wolf River Branch Plank-road Company, or their successors or assigns, or the bearer thereof, the just

and full sum of one thousand dollars, in fifteen years from the twelfth day of March, A. D. 1855, with interest annually, at the rate of ten per cent. per annum, until paid, said principal and interest to be paid at Appleton, in the said State of Wisconsin, then the said bond or writing obligatory to be void; otherwise to remain in full force and virtue. Each of which said bonds had interest warrants or coupons thereto annexed, duly executed by the said defendant, by the chairman of the board of supervisors of said defendant, which coupons or interest warrants are of the same tenor and effect, except that they are numbered to correspond with the numbers of the bonds to which they are attached. That each of said bonds or writings obligatory has attached thereto fifteen coupons, numbered from No. one to number fifteen, both inclusive, and by each one of which, eight of said coupons being those numbered one, attached to each of said bonds, the said Town of Grand Chute promised to pay the holder thereof eighty-eight $\frac{35}{100}$ dollars, on the first day of February, 1856, at Appleton, Wisconsin, on the presentation thereof, being the interest due on that day on each of said bonds, respectively, and by each of the remaining coupons attached to said eight bonds or writings obligatory the said defendant promised to pay to the holder thereof one hundred dollars, being for one year's interest due on each of said bonds or writings obligatory, on the day in such coupon mentioned.

91 And whereas the said plaintiff, for a valuable consideration, has become the legal holder, owner, and bearer of the said eight bonds mentioned, respectively, Nos. 1, 2, 3, 4, 5, 6, 7, & 8, which still remain unpaid, and of the coupons thereto annexed and numbered corresponding to the said bonds; and the said defendant has failed and neglected to pay the instalments of interest which accrued for the period of time from the date of the said bonds, to wit, from the 12th day of March, 1855, to the first day of February, A. D. 1856; and also for the year ending Feb'y 1st, 1857; and also for the year ending on the 1st day of February, 1858; and also for the year ending on the 1st day of February, 1859; & also for the year ending on the 1st day of February, 1860; & also for the year ending on the 1st day of February, 1861, due on the said several bonds, according to the tenor and effect thereof and of the said interest warrants or coupons, to the said plaintiff, who was and still is the legal holder and owner and bearer of the said several bonds and coupons, as called for by the said proper coupons thereto attached, which said coupons for the interest accruing on said bonds from the date thereof to the 1st day of February, 1856, being eight in number, are all numbered one, and are all of the same tenor and effect, except that each of said coupons describes by its number the bond to which it belongs and to which it was attached by its number, and by each of which coupons the said Town of Grand Chute promised to pay to the holder thereof eighty-eight $\frac{35}{100}$ dollars on the 1st day of February, 1856, at Appleton, Wisconsin, on the presentation thereof, the interest due on that day on the bond to which said coupon was attached and belonged; and which said coupons for the interest on said bonds for the year ending on the 1st day of February, 1857, being eight in number, are all numbered two, and are all of the same tenor and effect, except that each of said last-mentioned coupons described by its number the bond to which it belongs and was attached, and by each of which last-mentioned coupons the said defendant, the Town of Grand Chute, promised to pay the holder thereof one hundred dollars on the 1st day of February, A. D. 1857, at Appleton, Wisconsin, on the presentation thereof, being the interest due on that day on the bond of the said town, described in said

92 coupon, and to which the same was attached and belonged; and which coupons for the interest on said bonds for the year ending on the 1st day of February, A. D. 1858, being eight in number, are all numbered three, and are all of the same tenor and effect, except that each of said last-mentioned coupons describes the bond to which it belongs, and was attached by its number, and by each of which last-mentioned coupons the said defendant, the Town of Grand Chute, promised to pay the holder thereof one hundred on the 1st day of February, A. D. 1858, at Appleton, Wis., on the presentation thereof, being the interest due that day on the bond of the said town, described in said coupon, and to which the same was attached and belonged; and which said coupons for the interest on said bonds for the year ending on the 1st day of February, A. D. 1859, being eight in number, are all numbered four, and are all of the same tenor and effect, except that each of the said last-mentioned coupons describes by its number the bond to which the same belonged & was attached, and by each of which last-mentioned coupons the said defendant, the Town of Grand Chute, promised to pay the holder thereof one hundred dollars on the 1st day of February, A. D. 1859, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the bond of the said town, described in said coupon, and to which the same was attached and belonged; & which coupons for the interest on said bonds for the year ending on the 1st day of February, A. D. 1860, being eight in number, are all numbered five, and are all of the same tenor and effect, except that each of said last-mentioned coupons describes by its number the bond to which the same belongs and was attached, and by each of which last-mentioned coupons the said defendant, the Town of Grand Chute, promised to pay the holder thereof one hundred dollars on the 1st day of February, A. D. 1860, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the bond of the said town, described in said coupon, and to which the same was attached & belonged; and which

93 coupons for the interest on said bonds for the year ending on the 1st day of February, A. D. 1861, being eight in number, are all numbered six, and are all of the same tenor and effect, except that each of said last-mentioned coupons describes by its number the bond to which the same belonged and was attached, and by each of which said last-mentioned coupons the said defendant, the Town of Grand Chute, promised to pay to the holder thereof one hundred dollars on the 1st day of February, A. D. 1861, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the bond of said town, described in said coupon, and to which the same belonged and was attached; all of which said coupons, being forty-eight in number, were and are duly signed and executed by the chairman of the board of supervisors of the said Town of Grand Chute, defendant, and amount, in the aggregate, to the sum of four thousand seven hundred and six & $\frac{80}{100}$ dollars, by reason and by means whereof the said defendant then and there, to wit, at the district of Wisconsin aforesaid, became liable to pay to the said plaintiff the said sum of four thousand seven hundred & six & $\frac{80}{100}$ dollars, according to the tenor and effect of the said several bonds and the said forty-eight coupons.

Yet, although the said sum of money hath been long since due and payable, and although the said plaintiff hath requested and demanded of the said defendant the payment of the same, yet the said defendant hath never hitherto paid the same, nor any part thereof, but hath hitherto neglected and refused, and still does neglect and refuse, to pay the same or any part thereof, whereby an action hath accrued to the said

plaintiff to demand and have of the said defendant the said sum of four thousand seven hundred & six $\frac{80}{100}$ dollars, part and parcel of the sum above demanded, which the said defendant owes and unjustly detains.

And whereas, also, the said defendant afterwards, to wit, on the said 12th day of March, A. D. 1855, at the town of Grand Chute, in said district of Wisconsin, in pursuance of the said act of the legislature
94 of Wisconsin, in the said first count mentioned, did duly execute, issue, and deliver its certain two other bonds or writings obligatory, under the seal of the said Town of Grand Chute, defendant, and the signature of the chairman of the board of supervisors of the said town of Grand Chute, be'ing date on the said 12th day of March, A. D. 1855, by each of which said last-mentioned bonds the said defendant recited that the legislature of the State of Wisconsin, on the 12th day of February, A. D. 1854, passed an act authorizing and empowering the board of supervisors of the said town of Grand Chute to subscribe for the said town of Grand Chute ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the said town, payable in fifteen years; and that the said board of supervisors, at a meeting of their board, did agree, by resolution of said board, to subscribe ten thousand dollars to the stock of the said Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of such subscription to the said plank-road company, and that the said bonds be signed by the chairman of the said board of supervisors, and under the seal of the said town; and that, for the purpose of carrying out the said act of the legislature, and in accordance with the resolution of the said board as aforesaid, the said defendant, in and by each of the said last-mentioned two bonds or writings obligatory, acknowledged itself to be indebted to, and to be held and firmly bound unto, the said Wolf River Branch Plank-road Co., or to the bearer of the said bond in the sum of five hundred dollars, lawful money of the U. S. of America, to be paid to the said Wolf River Branch Plank-road Co. or bearer, or their successors or assigns, for which full payment, well and truly to be made, the Town of Grand Chute, defendant, bound itself firmly by those presents, and thereby pledged irrevocably the said stock and the proceeds thereof.

And the said plaintiff, in fact, says that each of the said two last-mentioned bonds or writing obligatory were and are subject to a
95 condition thereunder whereby it was and is provided that if the said Town of Grand Chute should pay or cause to be paid to the said Wolf River Branch Plank-road Co., or their successors or assigns, or the bearer of the said last-mentioned bond or writing obligatory the just and full sum of five hundred dollars, in fifteen years from the date of March, A. D. 1855, with interest annually at the rate of ten per cent. per annum until paid, said principal and interest to be paid at Appleton, in the said State of Wisconsin, then the said last-mentioned bonds or writings obligatory to be void; otherwise to remain in full force and virtue, which said last-mentioned bonds or writings obligatory were numbered respectively Nos. eleven & twelve; and each of said last-mentioned bonds had fifteen interest warrants or coupons thereto annexed, duly executed by the said defendant, The Town of Grand Chute, by the chairman of the board of supervisors of the said town, which said coupons or interest warrants are all of the same date, tenor, and effect, except that each describes the bond to which it was annexed, and they are differently numbered, being numbered from number one to No. fifteen, inclusive, and are payable at different times; by the two first of which coupons the said defendant promised to pay to the holder

thereof forty-four $\frac{18}{100}$ dollars on the 1st day of February, 1856, on the presentation thereof, being the interest due on that day on the said two last-mentioned bonds or writings obligatory, and by each of the said remaining coupons or interest warrants attached to the said last-mentioned bonds or writings obligatory the said defendant promised to pay to the holder thereof fifty dollars, being for one year's interest on each of the said last-mentioned bonds or writings obligatory due on the day in said coupon mentioned.

And whereas the said plaintiff, for a valuable consideration, has become the legal holder, owner, and bearer of the said two last-mentioned bonds or writings obligatory, numbered respectively No. 11 & No. 12, which still remain unpaid, and of the coupons to each of said last-mentioned bonds annexed, and numbered respectively from No. 1 to No.
96 15, both inclusive, and the said defendant has failed and neglected to pay the instalment of interest which accrued for the period of time from the date of the said two last-mentioned bonds or writings obligatory, to wit, from the said 12 day of March, A. D. 1855, to the 1st day of February, A. D. 1856; and also, for the year ending on the 1st day of February, 1857; and also, for the year ending on the 1st day of February, A. D. 1858; and also, for the year ending on the 1st day of February, A. D. 1859; and also, for the year ending on the 1st day of February, A. D. 1860; and also, for the year ending on the 1st day of February, A. D. 1861, due on the said two last-mentioned bonds or writings obligatory, according to the tenor and effect thereof, and of the said interest warrants or coupons in this count mentioned, to the said plaintiff, who then was and still is the legal holder, owner, and bearer of the said two last-mentioned bonds and coupons, as called for by the said proper coupons thereto attached; which said coupons, being two in number, for the interest accruing on the said last-mentioned bonds from the date thereof to the first day of February, 1856, are each numbered one, and thereby and by each thereof the said Town of Grand Chute, defendant, promised to pay the holder thereof forty-five $\frac{18}{100}$ dollars on the first day of February, 1856, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on one of the said last-mentioned bonds of said town described in said last-mentioned coupon, and to which the same was attached and belonged; and which said coupons for the interest on said last-mentioned bonds for the year ending on the first day of February, A. D. 1857, being two in number, and each numbered two, and by each of them said Town of Grand Chute, defendant, promised to pay to the holder thereof fifty dollars on the 1st day of February, A. D. 1857, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the one of the said last-mentioned bonds of the said defendant described in the said coupon, and to which the said last-mentioned coupon was attached; and which
97 coupons for the interest on said last-mentioned bonds for the year ending on the 1st day of February, A. D. 1858, being two in number, and each numbered three, and thereby and by each thereof the said defendant, The Town of Grand Chute, promised to pay the holder thereof fifty dollars on the 1st day of February, A. D. 1858, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the one of the said last-mentioned bonds of the said defendant described in the said coupons, and to which the said last-mentioned coupons were attached; and which said coupons, for the interest on the said last-mentioned bonds for the year ending on the 1st day of February, A. D. 1859, being two numbers, and each numbered four, and thereby and by each thereof the said defendant, The Town of

Grand Chute, promised to pay to the holder thereof fifty dollars on the 1st day of February, A. D. 1859, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the one of the said last-mentioned bonds of the said defendant described in said coupons, and to which the said last-mentioned coupons were attached; and which said coupons, for the interest on the said last-mentioned bonds for the year ending the 1st day of February, A. D. 1860, being two in number, and each numbered five, and thereby and by each thereof the said defendant, The Town of Grand Chute, promised to pay to the holders thereof fifty dollars on the 1st day of February, A. D. 1860, at Appleton, Wisconsin, on the presentation thereof, being the interest due that day on the one of the said last-mentioned bonds of the said defendant described therein, and to which the said last-mentioned coupons were attached; and which said coupons, for the interest on the said last-mentioned bonds for the year ending on 1st day of February, A. D. 1861, being two in number, and each numbered six, and thereby and by each thereof the said defendant, The Town of Grand Chute, promised to pay to the holder thereof fifty dollars on the 1st day of February, A. D. 1861, at Appleton, Wisconsin, on the presentation thereof, being the interest due on that day on the one of the said last-mentioned bonds of the said defendant therein described, and to which the said last-mentioned
98 coupons, being twelve in number, were and are duly executed and signed by the chairman of the board of supervisors of the said Town of Grand Chute, defendant, and amount in the aggregate to the further sum of five hundred and eighty-eight & $\frac{36}{100}$ dollars; by reason and by means whereof the said defendant then and there, to wit, at the district of Wisconsin aforesaid, became liable to pay the said plaintiff the said last-mentioned sum—five hundred & eighty-eight & $\frac{36}{100}$ dollars—part and parcel of the said sum above demanded, according to the tenor and effect of the said last-mentioned bonds or writings obligatory, and the said last-mentioned twelve coupons.

Yet, although the said last-mentioned sum of money hath been long since due and payable, and although the said defendant hath never hitherto paid the same, nor any part thereof, but hath hitherto wholly neglected and refused, and still does neglect and refuse so to do; whereby an action hath accrued to the said plaintiff to demand and have of the said defendant, the said Town of Grand Chute, the said sum of five hundred and eighty-eight & $\frac{36}{100}$ dollars—part and parcel of the sum above demanded, which the said defendant owes and unjustly detains.

And whereas, also, the said defendant heretofore, to wit, on the 2d day of February, A. D. 1861, at Appleton, in said district of Wisconsin, was indebted to the said plaintiff in the further sum of five thousand two hundred and ninety-five & $\frac{16}{100}$ dollars, for so much money before that time, and then and there due and payable from the said defendant to the said plaintiff upon forty coupons or interest warrants, in the sum of one hundred dollars each, eight coupons or interest warrants of eighty-eight & $\frac{35}{100}$ dollars each, ten coupons or interest warrants of fifty dollars each, and two coupons or interest warrants of fifty-four $\frac{18}{100}$ dollars each; copies of which said coupons or interest warrants are hereto annexed, according to the tenor and effect of said coupons.

Yet, although the said sum of five thousand two hundred & ninety-five & $\frac{16}{100}$ dollars hath been long since due & payable, and, al-
99 though often requested, the said defendant hath never paid the said sum of money, or any part thereof, but hath hitherto neglected and refused, and still does neglect and refuse so to do; whereby an

action hath accrued to the said plaintiff to demand and have of the said defendant the said sum of five thousand two hundred and ninety-five $\frac{16}{100}$ dollars in this count mentioned, which the said defendant owes & unjustly detains.

Yet the said defendant, although often requested so to do, hath not, as yet, paid the said sum of 2,299 $\frac{16}{100}$ dollars above demanded, or any part thereof, to the said plaintiff, but hitherto wholly neglected and refused, and still does neglect and refuse, to the damage of the said plaintiff of $2,000, and therefore he brings suit.

GEO. B. GOODWIN.
PALMER & STARK,
Pl'ff's Att'ys.

Plea in abatement.

U. S. dist. court.

UNITED STATES OF AMERICA,
District of Wisconsin:

HENRY DECKER, J'R,
against
THE TOWN OF GRAND CHUTE.

That the said defendant, by Geo. W. Lakin, its attorney, comes and defends the wrong & injury, when, &c., and prays judgment of the writ and declaration in this action, because it says that, before the commencement of this action, to wit, on the 19th day of Sept., A. D. 1857, in the circuit court of the State of Wisconsin, for the county of Outagamie, one Henry Hewitt, impleaded this defendant, and, pursuant to the code of procedure of said State, summoned it to answer his complaint on the identical bonds or writings obligatory, coupons or interest warrants in the said declaration in this present suit mentioned, as by the record and proceedings thereof remaining in the said circuit court more fully appears; that said circuit court, on the 9th day of December, 1857, on the trial of an issue of law duly joined in said action, made an order overruling the demurrer interposed by the defendant to
100 said complaint; that the defendant appealed from said order to the Supreme Court; that the Supreme Court afterwards, at the June term thereof, 1858, to wit, on the 16th day of September, 1858, reversed said order of the circuit court, with costs to be taxed against the said respondent, and remanded said cause to the said circuit court for further proceedings therein according to law; that the costs in the Supreme Court were duly taxed on notice, at forty-six dollars and twenty-seven cents, which costs have never been paid by said respondent; that said former suit is still depending in said circuit court; that this present suit is for the same supposed cause of action; that the parties in interest in this and the said former suit are the same and not other or different; and that any pretended transfer of said supposed cause of action, since the commencement of said former action, is in fraud of the equities of this defendant, and is an abuse of the process of this court.

And this the defendant is ready to verify. Wherefore he prays judgment of the said suit and declaration, & that the same may be quashed.

GEO. W. LAKIN,
Def'ts Att'y.

DISTRICT OF WISCONSIN,
Outagamie County, ss:

W. H. P. Bergen, being duly sworn, says that he is the chairman of the board of supervisors of the Town of Grand Chute, the defendant above named, and that he is authorized to act for and on behalf of said town; that he has read the above plea, and that the same is true in substance and matter of fact.

W. H. P. BERGEN.

Subscribed and sworn to before me this 19th day of January, 1861.

I. E. HARMAN,
Notary Public.

The above plea indorsed, "Filed Jan'y 4, 1862."

Plea in abatement to the jurisdiction.

U. S. district court.

UNITED STATES OF AMERICA,
District of Wisconsin:

101 HENRY DECKER, J'R, PLAINTIFF, }
ag't
THE TOWN OF GRAND CHU'TE, DEFENDANT. }

And the said defendant, by George W. Lakin, its attorney, comes and defends the wrong & injury, when, &c., and prays judgment of the writ and declaration in this action, because it says that, by the Constitution & laws of the United States of America the jurisdiction of said court is restricted to controversies between citizens of different States, & that said court has not cognizance of controversies between citizens of the same State; that, at the time of the commencement of this action, a portion, to wit, six thousand dollars in amount of said pretended bonds or writings obligatory, with the pretended coupons or interest warrants thereto attached in said daclaration mentioned, were held & owned by one Henry Hewett, and that the residue of said pretended bonds or writings obligatory, being three thousand dollars in amount, with the pretended coupons or interest warrants thereto attached, (being the residue of said pretended coupons or interest warrants in said declaration mentioned,) were held and owned by one Theodore Conkey, both of whom were at the time of the commencement of this action, and ever since have been, and now are, residents & citizens of said State of Wisconsin, in which said defendant is situated, and that they (and not the said Henry Decker) were and are the real parties plaintiff in interest in this action; that said pretended bonds & coupons were not issued in good faith or for any valid consideration, but were procured to be issued by fraud & deception, & by collusion between the said Henry Hewett and Theodore Conkey, and one Reeder Smith, who was the president and general agent of said plank-road company, and in pursuance of a corrupt and fraudulent agreement, whereby said Hewett received a contract from said Smith on behalf of said company for building five miles of said company's road at the extravagant price of two thousand five hundred dollars per mile, besides large extra compensation by estimates for such portion of said road as was not of a natural grade; and
102 whereby said Conkey, who was then a merchant and provision

dealer in said town, was to pay the men employed by said Hewett out of his store, at a large profit on the articles sold on said Hewett's orders, and whereby said Reeder Smith received one thousand dollars in pretended bonds of said town, with coupons attached, of like purport with those mentioned in said declaration, as a personal compensation for a change in the location of two miles of said road already graded & ready for the plank, which change was manifestly prejudicial to the interests of the people of said town and the stockholders of said company, and was designed to enhance the value of said Conkey's land on and near the line of the new road; that, in pursuance of said corrupt & fraudulent agreement, & for the purpose, of giving their proceedings the show of fairness & good faith, & of obtaining possession of said bonds & coupons, said Hewett signed & delivered to said town a writing, which purported to bind him to perform all the legal stipulations & requirements on his part contained in said contract; that, in further pursuance of said fraudulent agreement & purpose the said pretended bonds & coupons, in said declaration mentioned, were unconditionally transferred to said Hewett in pretended part payment of said contract before any portion of work had been commenced under it; which contract has never been, in any particular, fulfilled by said Hewett; that said Hewett & Conkey have caused this suit to be brought in the name of said Henry Decker, j'r, in fraud of the equities of the defendant, and in fraud of the jurisdiction of this court. And this the said defendant is ready to verify.

Wherefore said defendant does not suppose that said court now here will or ought to have or hold further cognizance of this action.

GEORGE W. LAKIN,
Def't's Att'y.

UNITED STATES OF AMERICA,
District of Wisconsin:

U. S. district court.

DISTRICT OF WISCONSIN,
Outagamie County, ss:

W. H. P. Bogan, being duly sworn, says that he is chairman
103 of the board of supervisors of the Town of Grand Chute, the defendant above named, & that he is authorized to act for & on behalf of said town; that he has read the above plea, & that the same is true in substance & matter of fact.

W. H. P. BOGAN.

The above plea marked "Filed January 4, 1862."

Pleas in bar.

U. S. district court.

UNITED STATES OF AMERICA,
District of Wisconsin:

HENRY DECKER, J'R,
vs.
THE TOWN OF CHUTE.

And the defendant, by George W. Lakin, its attorney, comes & de-

fends the wrong & injury, when, &c., & says that it does not owe the said several sums of money in the said declaration mentioned & above demanded, or any of them, or any part thereof, in manner & form as the said plaintiff, hath above thereof complained against it. And of this the said defendant puts itself upon the country.

2nd plea. And for a further plea in this behalf, by leave of the court first had and obtained, the said defendant says that it ought not to be charged with the said debt by virtue of the said supposed bonds or writings obligatory, or coupons or interest warrants in the said declaration mentioned, because it says that the said several supposed bonds or writings obligatory therein mentioned, are not, or any of them, the deed of the said defendant. & of this the said defendant puts itself upon the country.

3rd plea. And for a further plea in this behalf, by leave of the court first had & obtained, the said defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of the said supposed coupons or interest warrants in the said declaration mentioned, because it says that the said act of the legislature of the State of Wisconsin in said declaration mentioned, entitled, "An act to author-
104 ize the town therein named to subscribe for plank-road stock," approved February 10th, 1854, in conformity with which said several supposed bonds or writings obligatory in said declaration mentioned, & to which said several supposed coupons or interest warrants are respectively annexed, and whereof they form part & parcel, purport to have been made and executed by the chairman of the board of supervisors of said town, was not published, pursuant to the constitution & laws of said State of Wisconsin, at or prior to the time of the calling, holding, and canvass of the special election prescribed by said act, to wit, on the 20th day of May, A. D. 1854, at the town of Grand Chute, in said district of Wisconsin, and that for want of such publication, call, election, & canvass, and all proceedings under the same, are wholly without authority, & void in law. And this the said defendant is ready *to very* to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

4th plea. And for a further plea in this behalf, by leave of the court first had & obtained, the defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of said supposed bonds or writings obligatory, or said coupons or interest warrants in said declarations mentioned, because it says that the said defendant was not authorized by the said act of the legislature of the State of Wisconsin, approved February 10th, 1854, in said declaration mentioned, or by any other law of the land to subscribe for stock in the Wolf River Branch Plank-road Company, nor to subscribe for the stock of any other company whatever, except the capital stock of the Wolf River Branch of the Winnebago Lake & Fox River Plank-road Company, nor to issue bonds for stock in the Wolf River Branch Plank-road Company, nor for any other purpose than to pay for the stock subscribed to the Wolf
105 River Branch of the Winnebago Lake and Fox River Plank-road Company, & that the said supposed subscriptions & said supposed bonds & coupons or interest warrants are altogether void & without any authority of law whatever. & this the said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of the said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

5th plea. And for a further plea in this behalf, by leave of the court

first had & obtained, the said defendant says that it ought not to be charged with the said debt, or any part thereof, by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants in said declaration mentioned, because it says that the board of directors of the Wolf River Branch of the Winnebago Lake & Fox River Plank-road Company did not, nor did the board of directors of the company mentioned in said declaration, at or before the time of the supposed subscription to the capital stock of such company, declare the amount necessary for the completion of the road of such company, in manner & form as prescribed by said act of February 10th, 1854, in said declaration mentioned, & that for want of such declaration the said supposed subscriptions, and the said supposed bonds or writings obligatory, & said supposed coupons or interest warrants, in said declaration mentioned, are without authority & void in law. & this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt, by virtue of said supposed bonds or writings obligatory, or said supposed coupons or interest warrants.

6th plea. And for a further plea in this behalf, by leave of the court first had & obtained, said defendant says that it ought not to be charged with said debt or any part thereof by virtue of said supposed bonds or writings obligatory, or said coupons or interest warrants in said declaration mentioned, because it says that, before the time of the said supposed subscription of stock, & before the issue of said supposed bonds
106 or writings obligatory, & of said supposed coupons or interest warrants, in said declaration mentioned, to wit, on the 29th day of January, A. D. 1855, at the town of Grand Chute, in said district of Wisconsin, the board of supervisors of said town of Grand Chute, pursuant to said act of February 10th, 1854, in said declaration mentioned, subscribed, on behalf of the said town, ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, & then & there issued to said company in payment of said subscription of stock, ten thousand dollars in bonds of said town, payable in fifteen years from the date thereof, with interest at ten per cent. per annum, payable annually, which bonds were executed under the seal of said town, were signed by the chairman, & had coupons or interest warrants thereto annexed, & were in all respects of like purport with said supposed bonds & coupons or interest warrants in said declaration mentioned, except that they were of a date prior to said supposed bonds, and were countersigned by the clerk of said town; which said bonds or writings obligatory, & coupons or interest warrants, were afterwards, to wit, on the 10th day of February, A. D. 1855, negotiated by said company, whereby the authority of said board of supervisors to subscribe on behalf of said town to the capital stock of said plank-road company & to issue bonds of said town in payment thereof, was exhausted, and the issue of said supposed bonds or writings obligatory, & the said coupons or interest warrants in said declaration mentioned, were wholly without authority, & void in law. & this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with the said debt by virtue of said supposed bonds or writings obligatory, or of said supposed coupons or interest warrants.

7th plea. And for a further plea, in this behalf, by leave of the court first had & obtained, said defendant says that it ought not to be charged with said debt or any part thereof by virtue of said supposed bonds or writings obligatory, or of said supposed coupons or interest war-
107 rants in said declaration mentioned, because it says no special election, such as is prescribed in said act of February 10th, 1854,

in said declaration mentioned, was called or held in said town of Grand Chute previously to the issue of said supposed bonds, & within six months or any other time of the passage of said act for the purpose of carrying said act into effect. And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with said debt by virtue of said supposed bonds or writings obligatory, or of said supposed coupons or interest warrants.

8th plea. And for a further plea in this behalf, by leave of the court first had & obtained, said defendant says that it ought not to be charged with said debt or any part thereof by virtue of said supposed bonds or writings obligatory, or of said supposed coupons or interest warrants, because it says that a portion, to wit, six thousand dollars in amount of said supposed bonds or writings obligatory, with the supposed coupons or interest warrants thereto annexed, in said declaration mentioned, are held and owned by one Henry Hewett, & that the residue of said supposed bonds or writings obligatory being three thousand dollars in amount, with the supposed coupons or interest warrants thereto annexed, (being the residue of said supposed coupons or interest warrants in said declaration mentioned,) are held & owned by one Theodore Conkey, & that they, & not the said Henry Decker, j'r, are the real parties plaintiff in interest in this action; that the said Wolf River Branch Plank-road Company, through Reeder Smith, its president, thereto duly authorized, made to the defendant a proposal which was printed and distributed generally among the voters of said town on the 17th day of May, 1854, and up to the time of the supposed election hereinafter mentioned, which printed proposal was in the words and figures following, to wit:

"To the electors of the town of Grand Chute:

108 "The Wolf River Branch Plank-road Company make the following proposition to the electors of the town of Grand Chute: "That, in case a majority of the electors shall be in favor of the issuing the bonds of the town of Grand Chute for the completion of the Wolf River Branch Plank-road in the town of Grand Chute—

"The bonds to be issued by said town, and the proceeds of the same are to be placed in the hands of a committee of seven, to be composed as follows: The three supervisors of said town of Grand Chute, the road stock commissioner, to be appointed by the board of supervisors for said town, and three of the directors of said plank-road company, to be chosen by said company, which said commissioners shall receive and dispose of the bonds, receive proposals, locate, build, & manage in every respect the road to be built in the said town, so far as the proceeds of the bonds will go in building said road.

"By order of the board of directors.

"REEDER SMITH, *President.*

"A true copy. Attest:

"W. SCOTT, *Secretary.*

"APPLETON, *May* 17, 1854."

That, afterwards, on the 20th day of May, 1854, a pretended election which had been informally called, was held in said town; that, at said supposed election, those who voted in favor of the issue of said bonds were induced to do so by said proposition; that, under color of said supposed election, and in fulfilment of said proposition, a "committee of seven" was organized; that the said Theodore Conkey was chairman of the board of supervisors of said town, & as such was a member of

said committee; that the said Reeder Smith was a director & president of said Wolf River Branch Plank-road Company, & as such was chosen a member of said committee; that a corrupt and fraudulent agreement was entered into at the said town about the 15th day of January, 1855, between the said Reeder Smith, Theodore Conkey, & Henry Hewett, whereby it was agreed that said Hewett should receive a contract
109 for building said road at an extravagant price, & should take said bonds in payment; that the location of the road should be changed to a rout' which would benefit said Conkey's property much more than the previously-located line, but would be much less advantageous to said defendant and to the said plank-road company, and would be much more expensive; and that said Conkey, who was a merchant & provision dealer in said town, should also have the advantage of furnishing the supplies for the road, & should receive therefor a proportional share of said bonds, and that the said Smith should receive one thousand dollars of said bonds to be applied in payment of a debt due him from said company, and that the said Smith & Conkey should accomplish the change in the location & the letting of the contract, & the delivery of the bonds to said Hewett by means of their official position, influence, & votes as members of said committee; that, in pursuance of said corrupt & fraudulent agreement, said Smith & Conkey, by their votes & influence as aforesaid, caused said committee of seven illegally & wrongfully to abandon a desirable line of level road, about two miles in length, all of which had been graded and part planked at large expense, to wit, two thousand dollars, & to adopt a circuitous rout' on which nothing had been done, and which required an expensive bridge & much heavy grading to complete, greatly decreasing as well the value of defendant's stocks as the advantages which defendant would otherwise have derived from the building of said road, & in the hope of which the defendant gave its supposed consent to issue bonds; that, in further pursuance of said corrupt agreement, said Conkey & Smith afterwards, to wit, on the 5th day of February, 1855, by their votes & influence in their official position as members of said "committee of seven," caused said committee to appoint them, the said Conkey & Smith, a special committee to let the contract for building said road, and having been so appointed did, in further pursuance of said corrupt agreement, fraudulently & corruptly execute and interchangeably deliver with said
110 Hewett duplicate originals of a contract of the tenor & effect following, to wit:

"This article of agreement made and entered into this 10th day of February, A. D. 1855, between Henry Hewett, of Kauka'na, Outagamie County, Wisconsin, party of the first part, & the Wolf River Branch Plank-road Company, & the Town of Grand Chute, of the county & State aforesaid, parties of the second part, witnesseth:

"That the said Hewett hereby covenants & agrees to and with the said parties of the second part, for himself, his heirs, executors, & administrators that he will furnish all material & work necessary to build five miles of said company's road, beginning from the junction of said road with the Appleton and Kauka'na Road, & running from there to the west line of the town of Grand Chute, as located by the "committee of seven," so called, and will build & complete the first three miles by July 1st, 1855, and the remainder at the rate of one mile every month thereafter, and complete the same in a good and workmanlike manner, with a double grade, 20 feet wide & two good ditches, sufficient to carry off all the water, & cut out the timber thirty-three feet wide, with no grade greater than one foot to sixteen, and complete the same in good

and workmanlike manner, within the time aforesaid, to the acceptance of said company's engineer.

"And the said company agree to pay the said Hewitt, his heirs, executors, or administrators, twenty-five hundred dollars per mile for all of the said road of a natural grade, and 12 cents per yard for all extra excavations, and 12 cents per yard for all extra embankment, and 20 cents per cubic foot for all timber in bridges, (no embankment is extra unless the earth is carried 100 feet) said payment to be made in the manner following: Nine thousand dollars in bonds of the town of Grand Chute on the execution and delivery hereof, & the balance in cash on monthly estimates, said estimates to begin after work shall have been done to the amount of nine thousand dollars, said bonds to be taken at their face or par value.

"The said parties of the second part hereby reserve to themselves the right of changing the location of that part of said road
111 which lies between the line of section 29 & the west line of said town at any time before the balance of said road shall be completed.

"The said Hewett, in consideration of the covenants and agreements herein contained on the part of said company, hereby releases the property of said company, and the said company itself, from all liability on this contract, except so far as the said portion of the road to be completed by him will go, hereby covenanting that all rights which he may have, and claims which he has or may hereafter have, under this contract, shall and may be enforced against said five miles of road, & against no other property whatever of said company.

"In testimony whereof the said parties have executed this agreement the day & year first aforesaid. The said company and the said town, acting by Reeder Smith, the president of said company, and Theodore Conkey, the chairman of the board of supervisors of said town, who were appointed a special committee to let this contract, by a resolution of the committee of seven, so called, passed the 5th day of February, 1855, reference being had to the proceedings of the board of directors of said company at a meeting held May 17th, 1854, for the constitution & authority of said committee of seven.

(Signed) "HENRY HEWITT.
"REEDER SMITH,
"*Pres't of the Wolf River Branch Plank-road Co.*
"THEO. CONKEY,
"*Committee.*'

"In presence of—
"FREDERICK PACKARD."

That the prices specified in said contract were extravagant, & were purposely made so by said Conkey, Smith, & Hewitt, in order to defraud this defendant, & that for the same purpose said company was released from liability on said contract by the terms thereof; that, for the same purpose it was therein provided that the work should be done to the acceptance of the company's engineer, and also that the whole nine thousand dollars in bonds should be paid in advance. That, in pursuance of
112 said corrupt & fraudulent agreement, said Conkey, who had received pretended authority, by resolution of the board of supervisors of said town, to subscribe, on behalf of said town, for ten thousand dollars of the capital stock of said company, & to issue bonds of said town to the amount of said subscription, subscribed defendant's name to the promise to take ten thousand dollars of stocks in said company, and agreed to pay for the same all at once in bonds of the town

instead of paying by instalments according to the usual terms of such subscriptions. That, in pursuance of said corrupt and fraudulent agreement, said Smith received what pretended to be bonds of this defendant to the amount of one thousand dollars for his own use. That, in further pursuance of said corrupt agreement, said Hewitt received said supposed bonds & coupons in said declaration mentioned, and afterwards transferred three thousand dollars in amount of the same to said Conkey. That the said Hewitt, in further pursuance of said corrupt agreement, neglected & refused to build five miles of said road, or to complete any part whatever of said road in a good & workmanlike manner, or any other manner whatever, & did not make a double grade twenty feet wide, or sufficient ditches to carry off the water, or cut out the timber thirty-three feet wide, and did not finish three miles or any part of said road by July 1st, 1855, or any other time, & never fully complied with any agreement in said contract, and only partially complied so far as to lay about two miles of a very poor quality of plank in a very bad & unworkmanlike manner, with insufficient ditches, steep grades, & a narrow track, & to do a little grading in scattered spots over about two miles more. The whole work done by said Hewitt did not cost more than three thousand dollars, & was entirely worthless to the defendant & to said company. That, in further pursuance of said corrupt & fraudulent agreement, long after the time for completing said contract had expired, & after the said company had ceased
113 to build any road, & had become hopelessly insolvent, to wit, July 30th, 1857, one S. G. Callahan, who had been appointed engineer of said company at the request of said Smith, Conkey, & Hewitt, (said Smith being still the president of said company,) made a pretended estimate of said work done by said Hewitt, and a pretended acceptance of said job, without any notice to or or any knowledge of said defendant. That, solely by reason of the corrupt & fraudulent agreement and proceedings aforesaid, the stock of said company became entirely worthless. That the said defendant never received any benefit whatever from said supposed stock, or from said contract, or from the issue of said supposed bonds or coupons. That, by reason of the fraud wherewith they are tainted as aforesaid, said several supposed bonds or writings obligatory, and said supposed coupons or interest warrants in said complaint mentioned, are wholly void. And this said defendant is ready to verify. Wherefore it prays judgment if it ought to be charged with said debt by virtue of said supposed bonds or coupons.

GEORGE W. LAKIN,
Def't's Att'y.

I certify, in my opinion, the above special pleas are well founded.
GEORGE W. LAKIN.

(Indorsed:) U. S. dist. court. Henry Decker, j'r, vs. The Town of Grand Chute.

(Indorsed:)

Pleas to be filed de bene esse not waiving the pleas previously filed herein but to be disposed of if necessary after the trial of the issues on the former pleas.

GEORGE W. LAKIN,
Def't's Att'y.

Filed Jan'y 6, 1862.

Record entries.

District court of the United States of America for district of Wisconsin.
Jan'y term, 1862.

HENRY DECKER, J'R,
vs.
THE TOWN OF GRAND CHUTE. } No. 120. Debt.

114 OCTOBER 21, 1861.

This day came the plaintiff, by his attorneys, Mr. Goodwin & Messrs. Palmer & Stark, and filed his præcipe for a summons in a plea *a* debt. Damages, $10,000.

Whereupon a summons issued, returnable the first Monday of November next.

Summons returned: "Served on the within-named The Town of Grand Chute by showing the summons to W. H. P. Borgan, chairman of the board of supervisors of said town, and delivering to him a copy thereof, and by leaving a copy of this summons at the usual place of abode of A. Brouilard, clerk of said town, he not being found, this 25th day of October, 1861.

D. C. JACKSON, *Marshal*,
By B. S. HEATH, *Deputy*.

Fees $12 02.

DECEMBER 2, 1861.

This day came the plaintiff, by his attorneys, and filed his declaration.

And same day, on motion of Palmer & Stark, plaintiff's attorneys, ordered that the defendant plead to the plaintiff's declaration on file by the first Monday of January next, or its default will be entered.

JAN'Y 4, 1862.

This day came the defendant, by its attorney, Mr. Lakin, and filed its pleas and affidavit of merits.

JAN'Y 6*th*, 1862.

This day came the defendant, by its attorney, and filed pleas, de bene esse, subject to former pleas on file.

MARCH 6, 1862.

This day came the defendant's counsel, and on his motion, it is ordered by the court that the plaintiff reply to the two pleas in abatement of the first Monday of April next, or non-suit.

Transferred to circuit court U. S., law docket A, page 22.

Præcipe for discontinuance.

U. S. cir. court, district of Wisconsin.

HENRY DECKER, J'R,
vs.
THE TOWN OF GRAND CHUTE. }

Please enter discontinuance of the above-entitled cause.
June 21, 1867.
Yours, &c.

GEO. B. GOODWIN,
Pl'ff's Att'ys.
PALMER & STARK.
Pl'ff's Att'ys.

The above præcipe marked "Filed June 21, 1867."

115 Which said record & evidence was objected to by the plaintiff's counsel on the ground of irrelevancy.

And the court sustained the objection, and ruled out said record & evidence so offered, and refused to allow the same to be read in evidence; and to which said ruling of the court the defendant, by its counsel, then & there excepted.

The defendant's counsel then offered in evidence the record of an action brought in the circuit court of the State of Wisconsin, in Outagamie County, on or about Nov. 17th, 1856, in the name of the Wolf River Branch Plank-road Company, for the use of Henry Hewett, against the Town of Grand Chute; also, the record of an action brought in the same court, on or about August 28, 1857, in the name of the State of Wisconsin, ex rel. Henry Hewett vs. W. H. Bogan, D. B. Heath, and J. B. Norton, the Board of Supervisors of the Town of Grand Chute; also, the record of an action brought in the same court, on or about Sept. 9, 1857, in the name of Henry Hewett vs. the Town of Grand Chute, together with the certified copy of the opinion of the supreme court of the State of Wisconsin, on appeal in said action, which opinion was given about Sept. 10, 1858.

All which is offered to show the pendency of actions involving the validity of the same bonds and coupons in question in this action, prior to the time that this plaintiff, Geo. W. Winegar, is claimed to have become the bona-fide owner, holder, and bearer of said bonds and coupons, and that therefore, it is impossible for the plaintiff to be the bona-fide owner & bearer thereof.

Said actions showed that the subject-matter of this action was in litigation before and at the several times when said several actions were pending, and said actions were discontinued several years before this action was brought.

And the plaintiff's counsel objected to all said evidence so offered, on the ground of irrelevancy.

116 And the court ruled out the same, and refused to allow the same to be read to the jury; and to which said ruling and decision the defendant's counsel excepted.

And the defendant's counsel then offered in evidence, the bill in equity filed in this court on the 5th day of August, 1870, wherein the Town of Grand Chute is complainant, and George W. Winegar, Henry Hewett, and Theodore Conkey, and Geo. B. Goodwin are defendants, and the defendant also offered in evidence all the papers and records in the case, including the demurrer to the bill of complaint; which said bill of complaint, that is, the material part thereof, together with the demurrer thereto, is here given below, to wit:

To the judges of the circuit court of the United States for the eastern district of Wisconsin:

The Town of Grand Chute, a municipal corporation created by and existing under the laws of the State of Wisconsin, and a citizen of said State of Wisconsin, brings this its bill against George W. Winegar, of Union Springs, in the State of New York, and a citizen of said State of New York; George B. Goodwin, of Milwaukee, in the State of Wisconsin, and a citizen of the State of Wisconsin; and Henry Hewett and Theodore Conkey, of the city of Appleton, in said State of Wisconsin, and citizens of said State of Wisconsin.

And thereupon your orator complains and says that, on the 26th day of April, A. D. 1870, the defendant, George W. Winegar, commenced an action of debt in this court against your orator, to recover

a large sum of money, to wit, the sum of about ten thousand dollars and upwards, alleged by said George W. Winegar to be due to him from your orator. And your orator states that said action is brought on several bonds, nine in number, and numbered 1, 2, 3, 4, 5, 6, 7, 8, and 12, with the coupons annexed thereto, all of said bonds except the one numbered 12 being for one thousand dollars each, and said bond numbered 12 being for five hundred dollars, and all bearing date March 12th, A. D. 1855, with interest annually at the rate of ten per cent. per annum, and all of said bonds having coupons or interest warrants appended thereto for the annual interest aforesaid; and each and all
117 of said bonds maturing in fifteen years from the date thereof, copies of which bonds and coupons are annexed to the declaration in said action of debt, and to which, for the greater certainty, your orator asks leave to refer.

And your orator shows that the said George B. Goodwin, Henry Hewett, and Theodore Conkey, and other persons whose names are unknown to your orator, for a small and nominal consideration, or without any consideration, became possessed of said bonds and coupons. And thereupon the said George B. Goodwin, afterwards, to wit, on or about the day of , went from Wisconsin to Union Springs, in the State of New York, and to the bank of one C. T. Backus, the brother-in-law of the said George B. Goodwin, and there found the defendant, George W. Winegar, who was then and there a teller in said bank.

And your orator further shows that the said George B. Goodwin then and there made and attempted to make a colorable and sham sale of said bonds and coupons to the said George W. Winegar, for the purpose of enabling the said George B. Goodwin, Henry Hewett, and Theodore Conkey and others, the real parties in interest, all of whom were, and are citizens of the State of Wisconsin, to bring and prosecute an action on said bonds and coupons against your orator in the United States circuit court for the district of Wisconsin, and for the purpose of preventing your orator from effectually interposing and urging its just, legal, and equitable defences to a recovery of judgment against your orator on said bonds and coupons; and your orator shows that the said George B. Goodwin, then and there acting for himself, and for and on behalf of the other defendants herein, requested the said George W. Winegar, who was a teller in said bank, to allow his name to be used as plaintiff in said action against your orator, which the said George W. Winegar consented to do. But your orator shows that no real sale or transfer of said bonds and coupons, or of any of them, was ever made to said George W. Winegar; that said Winegar had then recently been through bankruptcy, and had been discharged from his debts; that from and after his said discharge to said time of said pretended sale of said bonds and coupons to him, he had
118 been acting as teller in said bank of said Backus, on a salary of eight hundred dollars per year, without any other income; that he had no money or other effects with which to purchase said bonds and coupons.

And your orator shows that, to give said sham and fraudulent sale of said bonds and coupons to said Winegar an outside show and appearance of fairness and good faith, the said George B. Goodwin and George W. Winegar then and there agreed together that the said Winegar should execute to the said George B. Goodwin, or to the other or some of the other parties in interest, his, said Winegar's, two certain promissory notes, in all for the sum of about fifty-one

hundred dollars, on long time, to wit, in about equal payments in one and two years, as the only consideration for said pretended sale and purchase. That the said Winegar at that time was altogether irresponsible in a financial point of view, and that no security whatever was given by the said Winegar for the payment of said notes, and none was required.

And your orator shows that said bonds were not then, nor at any time, produced, shown to, or delivered to said Winegar, and that he has never had them, or any of them, in his possession or under his control; but that said bonds and coupons have at all times been in the possession and under the control of the defendant George B. Goodwin aforesaid, and the other defendants and parties who are citizens of the State of Wisconsin, the same State by whose laws your orator was created, and in which it resides.

And your orator shows that the said George W. Winegar, so as aforesaid, being entirely irresponsible, and having no real interest in said bonds and coupons, and desiring to have no interest therein, consented to the plan and arrangement of standing as plaintiff in said action, but gave the matter no attention or concern; and after said action had been pending for several weeks, was altogether ignorant as to whether or not said notes which he had signed were negotiable, or whether they had ever been delivered, or to whom they were payable.

119 And your orator further shows that several years ago the said defendants George B. Goodwin, Henry Hewett, and Theodore Conkey, who were then also citizens of the State of Wisconsin, instituted a suit in this court in the name of one Henry Decker, jr., who was also a mere nominal plaintiff on some of the same coupons; that said last-named action was commenced on the twenty-first day of October, A. D. 1861; that your orator employed counsel and interposed the proper defenses; that said last-named action remained in court undisposed of and pending until the 21st day of June, A. D. 1867, when the same was discontinued by the plaintiff, all of which will appear in and by the records of this court.

And your orator shows that the said George B. Goodwin and the said Henry Hewitt, were also parties plaintiff in interest in the said last-named action, and that the said Henry Decker, jr., had no interest therein, but that his name was used for the purpose of obtaining jurisdiction in form in this court.

And your orator shows that the said George W. Winegar, George B. Goodwin, Henry Hewett, and Theodore Conkey well knew of the existence and pendency of the said action, in which the said Henry Decker, jr., was plaintiff, and of the full nature, extent, and character of the same, and of the supposed cause and causes of action set forth therein.

And your orator further shows that, on or about the 19th day of September, 1857, the said Henry Hewett commenced an action in the circuit court of Outagamie County, State of Wisconsin, against your orator, on certain coupons or interest warrants attached to said bonds, and that the matter was there litigated, and an appeal was taken from said circuit to the supreme court of the State, and the plaintiff failed to recover judgment upon said coupons, and your orator shows that no judgment has ever been recovered against your orator upon any of said bonds or coupons.

And your orator further shows that, on or about the 12th day of March, 1855, it caused notice to be given in the New York City stock-market, and in the other stock-markets of the United States, of the

illegal and fraudulent issue of said bonds, and that the same
120 would not be paid; that such notice was published through the financial columns of the "New York Tribune" and other newspapers having a general circulation, and also through the columns of the Milwaukee Sentinel, Green Bay Advocate, and other newspapers having a general circulation in the State of Wisconsin.

And your orator shows that the said bonds mentioned in said action, in which the said George W. Winegar is the nominal plaintiff, purport to have been issued under and by virtue of an act of the legislature of the State of Wisconsin, entitled "An act to authorize the towns therein named to subscribe for plank-road stock," approved February 10, 1854, and to which said act your orator begs leave to refer as fully and completely as if the said act were set forth at length in this bill of complaint.

And your orator shows that, in and by the first section of said act, the several towns therein named are, in terms authorized, under the restrictions and conditions thereinafter mentioned to subscribe to the capital stock of the "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company" such amounts, not exceeding ten thousand dollars for any one town, "as may be declared by the board of directors of said company necessary for the completion of said road at the time of such subscription, and to pay for the same in bonds of the town or towns so subscribing."

And your orator further shows that the said "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company" never did, nor did the directors of said company or the directors of the Wolf River Branch Plank-road Company, before the issuing of said bonds, or at any time, declare what sum or that any sum or amount was necessary for the completion of said road at the time of the subscription therein named, and for want of such declaration your orator shows that said bonds were not issued in accordance with said act, and are void.

And your orator further shows that the first section of said act purports to authorize the several towns therein named, upon certain conditions and under certain instructions therein specified, to sub-
121 scribe to the capital stock of the "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company," and to pay said company such subscription in bonds of the town so subscribing.

Your orator shows that it never did in any way or manner or at any time subscribe any amount or sum to the capital stock of the "Wolf River Branch of the Winnebago Lake and Fox River Plank-road Company," specified in said act, and your orator shows that no authority whatever, by resolution or otherwise, was ever given or granted to any officer or officers of said town of Grand Chute to issue any bonds in payment of any supposed subscription of your orator to said plank-road company, or for any other purpose. That the said defendant Theodore Conkey, as chairman of the board of supervisors of said town of Grand Chute, had no authority whatever to sign said bonds or any of them, or to affix the corporate seal of said town thereto. That all of said acts on the part of said Theodore Conkey were and are fraudulent, and said several pretended bonds are void.

And your orator further shows that each of said pretended bonds declared on in the suit in this court against your orator, in which the said George W. Winegar is the nominal plaintiff, recites, among other things, as follows:

"Whereas the legislature of the State of Wisconsin, on the 10 day of February, A. D. 1854, passed an act authorizing and empowering the

board of supervisors of the town of Grand Chute to subscribe for the town of Grand Chute ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and to pay for the same in the bonds of the town, payable in fifteen years."

Now your orator shows that each and every of said pretended bonds, in and by such recital aforesaid, states upon its face that which is not in accordance with the said act of the legislature approved February 10, 1854, and states what is untrue and false, as no authority whatever is given in and by said act of the legislature authorizing your orator to subscribe to the capital stock of the "Wolf River Branch Plank-road Company," or to issue its bonds to said company in payment of any subscription.

And your orator shows that each and every of said pretended
122 bonds, on which suit is brought and is now pending in this court, in which the said George W. Winegar is the nominal plaintiff against your orator, purport, on their face, to have been issued to the "Wolf River Branch Plank-road Company," a company not known, mentioned, or referred to in or by said act of the legislature, under and by virtue of which said pretended bonds are claimed to have been issued. And your orator, therefore, insists that said bonds are fraudulent and void upon their face.

And your orator shows that the said bonds and coupons were not in any manner executed, delivered, or negotiated by your orator, and have never been recognized or in any manner affirmed by your orator.

Your orator shows that, before and at the time of the issuing of said pretended bonds, the said Theodore Conkey was chairman of the board of supervisors of said town of Grand Chute. That the said Theodore Conkey and Henry Hewett combined and conspired with Reeder Smith, the president of the Wolf River Branch Plank-road Company, to obtain and procure the fraudulent issuing of said bonds for their own private and *and* individual gain and speculation. That, pursuant to such fraudulent purpose and design, the said Theodore Conkey, Henry Hewett, and said Reeder Smith, on or about the 17th day of May, 1854, published and caused to be published and circulated among the people and voters of the town of Grand Chute a certain notice and proposition in the words and figures following, to wit:

"To the electors of the town of Grand Chute:

"The Wolf River Branch Plank-road Company make the following proposition to the electors of the town of Grand Chute:

"That in case *of* a majority of the electors shall be in favor of the issuing the bonds of the town of Grand Chute for the completion of the Wolf River Branch Plank-road, in the town of Grand Chute, the bonds to be issued by said town, and the proceeds of the same are to be placed in the hands of a committee of seven, to be composed as follows: The three supervisors of said town of Grand Chute, the road stock commissioner, to be appointed by the board of supervisors
123 for said town, and three of the directors of said plank-road company, to be chosen by said company, which said commissioners shall receive and dispose of the bonds, receive proposals, locate, build, and manage in every respect the road to be built in the said town, as far as the proceeds of the bonds will go in building said road.

"By order of the board of directors.

"REEDER SMITH, *President.*

"A true copy. Attest:

"W. SCOTT, *Secretary.*

"APPLETON, *May 17th*, 1854."

And your orator shows that, afterwards, to wit, on the 20th day of May, 1857, a false, fraudulent, pretended and sham election was held in said town of Grand Chute; that those who voted in favor of the issue of said bonds were induced to do so by said proposition; that, under color of said pretended election, and in fulfillment of said proposition, a committee of seven was organized; that the said Theodore Conkey was chairman of the board of supervisors of said town, and as such was a member of said committee; that the said Reeder Smith was a director and president of said Wolf River Branch Plank-road Company, and as such was chosen a member of said committee.

And your orator further shows that, afterwards, to wit, on or about the 15th day of January, 1855, in pursuance of said fraudulent purpose, a corrupt and fraudulent agreement was entered into at the said town between the said Reeder Smith, Theodore Conkey, and Henry Hewett, whereby it was agreed that said Hewett should receive a contract for the building said road at an extravagant price, that is to say, at a price greatly above what it would cost to build the same, and should take said bonds in payment; that the location of the road should be changed to a route which would greatly benefit said Conkey's property, much more than if it remained on the previously-located line, but which would be much less advantageous to your orator and to the said plank-road company, and would be much more expensive; and that the said Conkey, who was a merchant and provision dealer in said town, should also have the advantage of furnishing the supplies for the road, and should receive therefor a proportionate share of said bonds; and that said
124 Smith should receive one thousand dollars of said bonds to be applied in payment of a debt due him from said company; and that the said Smith and Conkey should accomplish the change in the location of the road, and the letting of the contract, and the delivery of the bonds to said Hewett by means of their official position, influence, and votes, as members of said committee.

And your orator shows that, in pursuance of said corrupt and fraudulent agreement, said Smith & Conkey, by their votes and influence as aforesaid, caused said committee of seven illegally and wrongfully to abandon a desirable line of level road two miles in length, which had been graded and partly planked, at large expense, to wit, at the expense of two thousand dollars, and to adopt a circuitous route on which nothing had been done, and which required an expensive bridge, and much heavy grading to complete, greatly decreasing as well the value of your orator's stock as the advantage which your orator would otherwise have received from the building of said road.

And your orator further shows that, in further pursuance of said corrupt agreement, said Conkey and Smith afterwards, to wit, on the 8th day of February, 1855, by their votes and influence in their official position as members of said committee of seven, caused said committee to appoint them, the said Conkey and Smith, a special committee to let the contract for building said road; and, having been so appointed, did, in further pursuance of said corrupt agreement, fraudulently and corruptly execute and interchangeably deliver with said Hewett, duplicate originals of a contract of the tenor and effect following, to wit:

"This article of agreement, made and entered into this 10th day of February, A. D. 1855, between Henry Hewett, of Kauka'na, Outagamie County, Wisconsin, party of the first part, and the Wolf River Branch Plank-road Company and the town of Grand Chute, of the county and State aforesaid, parties of the second part, witnesseth:

"That the said Hewett hereby covenants and agrees to and with

125 the said parties of the second part, for himself, his heirs, executors, and administrators, that he will furnish all material and work necessary to build five miles of said compan*ie*'s road, beginning from junction of said road with the Appleton and Kauka'na road, and running from there to the west line of the town of Grand Chute, as located by the "committee of seven," so called, and will build and complete the first three miles by July 1, 1855, and the remainder at the rate of one mile every month thereafter, and complete the same in a good and workmanlike manner, with a double grade 20 feet wide, and two good ditches sufficient to carry off all the water, and cut out the timber thirty-three feet wide, with no grade greater than one foot to sixteen, and complete the same in good and workmanlike manner, within the time aforesaid, to the acceptance of said company's engineer.

"And the said company agree to pay the said Hewett, his heirs, executors, or administrators, twenty-five hundred dollars per mile for all of the said road of a natural grade, and 12 cents per yard for all extra excavations, and 12 cents per yard for all extra embankment, and twenty cents per cubic foot for all timber in bridges, (no embankment is extra unless the earth is carried 100 feet,) said payment to be made in the manner following: Nine thousand dollars in bonds of the town of Grand Chute, on the execution hereof, and the balance in cash in monthly estimates, said estimates to begin after work shall have been done to the amount of nine thousand dollars; said bonds to be taken at their face or par value. The said parties of the second part hereby reserve to themselves the right of changing the location of that part of said road which lies between the west line of section 29 and the west line of said town, at any time before the balance of said road shall be completed.

"The said Hewett, in consideration of the covenants and agreements herein contained, on the part of said company, hereby releases the property of said company, and the said company itself, from all liability on this contract, except so far as the said portion of the road to be completed by him will go, hereby covenanting that all right which he may have, and claims which he has, and may have after, under this contract, shall and may be enforced against said five miles of road, and
126 against no other property whatever of said company.

"In testimony whereof the said parties have executed this agreement the day and year first aforesaid, the said company and the said town acting by Reeder Smith, the president of said company, and Theodore Conkey, the chairman of the board of supervisors of said town, who were appointed a special committee to let this contract, by a resolution of the committee of seven, so-called, passed the 5th day of February, 1855, reference being had to the proceedings of the board of directors of said company, at a meeting held May 17th, 1854, for the constitution and authority of said committee of seven.

(Signed) "HENRY HEWETT,
"REEDER SMITH,
"*Pres't of the Wolf River Branch Plank-road Company,*
"THEO. CONKEY,
"*Committee.*

"In the presence of—
"FREDERICK PACKARD."

And your orator further shows that the prices specified in said contract were unreasonable and extravagant, and were intentionally and purposely made so by said Conkey and Smith and Hewett, in order to de-

fraud your orator; and for the same purpose said company was released from liability on said contract, by the terms thereof; and that for the same purpose it was therein provided that the work should be done to the acceptance of the company's engineer; and also that the whole nine thousand dollars in bonds should be paid in advance; that, in pursuance of said corrupt and fraudulent agreement, said Conkey, without any legal or proper authority, subscribed, on behalf of said town of Grand Chute, for ten thousand dollars of capital stock of said company, and to issue bonds to the amount of said subscription; and, without authority, subscribed your orator's name to a promise to take ten thousand dollars of stock in said company, and agree to pay for the same all at once, in bonds of your orator, instead of paying by installments, according to the usual terms of such subscriptions. That, in the further pursuance of said corrupt and fraudulent agreement, said Smith
127 received what pretended to be bonds or writings obligatory of your orator to the amount of one thousand dollars, for his own use; and said Hewett received nine thousand dollars in amount of said pretended bonds, being part and parcel of the said pretended bonds, with coupons attached, on which said George W. Winegar has brought suit in this court. And the said Hewett afterwards passed over three thousand dollars in amount of said bonds to said Conkey.

And your orator shows that the said Hewet neglected to comply with the terms of said corrupt agreement, and neglected and refused to build five miles of said road, and neglected to complete any part of said road *and neglected to complete any part of said road* in a good workmanlike manner, or any other manner whatever; and did not make a double grade twenty feet wide, or sufficient ditches to carry off the water, and did not cut out the timber thirty-three feet wide, and did not finish three miles, or any part of said road, by July 1st, 1855, or any other time, and never fully complied with any agreement in said corrupt contract; and your orator shows that the work done by said Hewett was entirely worthless and valueless to your orator, and to said company.

And your orator shows that, in further pursuance of said corrupt and fraudulent agreement, long after the time for completing said contract had expired, by the terms thereof, and after the said company had ceased to build any road, and had become absolutely and hopelessly insolvent, to wit, July 30, 1857, one S. G. Callahan, who had been appointed engineer of said company, at the request of said Smith, Conkey, and Hewett, (said Smith then still being the president of said company,) made a pretended estimate of said work done by said Hewett, and a pretended acceptance of said job, without any notice to, or any knowledge of, your orator; that said estimate and acceptance were false, and a fraud against your orator, and against said company.

And your orator shows that, solely by reason of the corrupt and fraudulent agreement, proceedings, and maneuverings aforesaid, the stock of the said company became, was, and ever has since been,
128 utterly worthless, and your orator never received any benefit whatever from said supposed stock, or from said contract, or from the issue of said pretended bonds or coupons, and your orator insists that said pretended bonds and coupons are void.

And your orator shows that said bonds and coupons are entirely without any consideration; that your orator never authorized the issuing of said bonds, and has never recognized or affirmed their validity in any way or manner, but has taken every prudent and careful means of protecting the public and innocent parties, and guarding them against the imposition, and against investing anything in said pretended bonds.

And your orator shows that it has been repeatedly sued on the coupons of said bonds, and been put to great trouble, labor, and expense in defending against the unjust prosecution of suits against your orator, and your orator has good reason to believe, and does believe, that it will be continually harrassed and vexed by and with a multiplicity of suits on said bonds and coupons by adventurous litigants and amateur speculators, who may become possessed of them, unless this court shall adjudge and decree said bonds and coupons to be fraudulent and void, and shall order and decree the same to be annulled and cancelled.

And your orator further shows that, during the time when the said Conkey, Smith, & Hewett, were so endeavoring to procure the fraudulent issue of said bonds, and after the same were issued, the said George B. Goodwin lived and resided in the town of Menasha, adjoining the town of Grand Chute, and was, and has for a long time been, acquainted with and informed of the whole business aforesaid, and of the fraudulent nature and character of the same; and your orator shows also that the said George W. Winegar knew and was informed of all and singular said matters and things.

And your orator shows that the said fraudulent acts in and about the procuring said pretended bonds to be issued, were so public and notorious, and said pretended bonds upon their face were so manifest and palpable a fraud that said pretended bonds were never regarded
129 as of any value, and never had any market value, and never passed from hand to hand, like ordinary negotiable paper and stocks, and were really never in the market in any commercial sence, and no one, so far as your orator can learn, has ever given or parted with any money or other thing of value for any of said bonds or coupons; and your orator shows that the said George W. Winegar paid nothing whatever, and parted with nothing of value for any interest in said bonds, and never intended to pay anything for the same, and never had any right or title whatever in or to said pretended bonds or coupons, or any of them; and your orator shows that no man has ever been deceived by taking, purchasing, or receiving any of said bonds or coupons for regular legitimate stocks or securities.

To the end, therefore, that the defendants, and each and every of them, may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their and each of their several and respective corporal oaths, and according to their and each of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answers make to all and singular the matters and things hereinbefore stated, and to the several interrogatories hereinafter numbered and set forth, as by the note hereunder written, they and each of them, are required to answer, that is to say:

(Here interrogatories numbered from 1 to 14 inclusive are propounded to defendants, in respect to the several matters set forth in this bill.)

And that all proceedings in said action at law in this court, brought in the name of said George W. Winegar on said bonds and coupons, be stayed, and that the said George W. Winegar and all other persons interested with him be prohibited and forever enjoined from further prosecuting said action at law; and that the said defendants, and each and every of them, be enjoined from selling, transferring, or otherwise disposing of said bonds and coupons:

And that the said bonds and coupons described and specified in said action at law, be decreed and adjudged to be fraudulent and void, and that the same be brought into this court and filed in this case,
130 and cancelled in due form:

And that your orator may have such other and further or different relief as the nature of this case may require, and as shall be agreeable to equity and good conscience.

(The bill contained the usual prayer for an injunction, and also for the usual process of subpœna, and was sworn to in the usual form.)

And said bill was duly filed in the office of the clerk of the U. S. circuit court, Aug. 5, 1870, on which day process was duly issued.

Demurrer.

U. S. circuit court, eastern district of Wisconsin.

THE TOWN OF GRAND CHUTE
vs.
GEORGE W. WINEGAR, GEORGE B. GOODWIN, Henry Hewett, and Theodore Conkey. } In equity.

The demurrer of George W. Winegar, George B. Goodwin, Henry Hewett, and Theodore Conkey, defendants, to the bill of complaint of The Town of Grand Chute, complainant.

These defendants respectively, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill to be true, in such manner and form as the same are therein set forth & alleged, do demur thereto, and for cause of demurrer show that it appears from the said bill of complaint that the complainant therein is a municipal corporation, created by the laws of, and existing in, the State of Wisconsin, and is a citizen of the State of Wisconsin; and also that the said defendants, George B. Goodwin, Henry Hewett, and Theodore Conkey are residents and citizens of the said State of Wisconsin; and it further appears by the said bill of complaint that the said suit is not a suit between a citizen of the State where said suit is brought, to wit, the State of Wisconsin, and citizens of another or other States, and this court hath not jurisdiction to hear, try, and determine the matters set forth in the said bill of complaint between the parties thereto. Wherefore these defendants demand the judg-
131 ment of this honorable court whether they shall be compelled to make any further or other answer to the said bill or any of the matters and things therein contained, and pray to be hence dismissed, with their reasonable costs in this behalf sustained.

PALMER, HOOKER & PITKIN, &
GEORGE B. GOODWIN,
Solicitors for Defendants.

I certify that, in my opinion, the foregoing demurrer is well founded in law.

H. L. PALMER,
Of Counsel for Def'ts.

(Then follows the usual oath that the demurrer is not interposed for delay, &c.)

Said demurrer is endorsed: "Filed September 5th, 1870."

And the plaintiff's counsel objected to the reading said evidence so offered in evidence, on the ground of irrelevancy and immateriality, and

because, as counsel alleged, it was inadmissible under the pleadings, and because, as counsel claimed, the demurrer had been sustained by the court.

The demurrer to the bill had been argued and submitted, and the court had announced from the bench what its decision would be, and that the demurrer would be sustained and the bill dismissed, but the order had not been entered of record, and during the trial of the case at bar, the order was entered of record.

And the court here, in the progress of the trial, directed the clerk of the court to enter an order sustaining the demurrer in said equity case, and to dismiss the bill.

And thereupon the court sustained the objections of the plaintiff's counsel to the admission of said evidence, and the court ruled out said evidence so offered, and decided that the same was not proper testimony in the case, and refused to allow the same to be read in evidence.

And to which said ruling and decision of the court the defendant, by his counsel, excepted.

And upon the sustaining of the demurrer, and upon the dismissing of the bill in said chancery case, the complainant therein prayed an appeal to the Supreme Court of the United States, and the same was then & there allowed.

132 And the defendant then made a re-offer, in evidence, of the whole record in said chancery suit, including the bill, demurrer, and the whole record as it then stood after said bill was dismissed & said appeal was taken.

And the plaintiff's counsel objected to the reading of the same in evidence. The court sustained the objection, and ruled out the same, & refused to allow the same to be read in evidence; and to said ruling and decision the defendants, by its counsel, excepted.

The defendant then introduced Harmon Jones, clerk of town of Grand Chute, who was sworn, & by whom the town records were proved. And said book of town records was offered in evidence, and the defendant's counsel read in evidence from said records as follows, to wit:

"1854, Octo. 7. Theodore Conkey, chairman of the board of supervisors elect, this day filed his oath in my office.

"W. S. WARNER, *Clerk.*"

"*Resolved*, That the chairman of the board of supervisors of the town of Grand Chute be, and he is hereby, authorized to subscribe, with such conditions as he may deem necessary, the sum of ten thousand dollars to the stock of the Wolf River Branch Plank-road Company, and that the said town issue bonds to the amount of said subscription to the said plank-road company, and that said bonds be signed, and the seal of said town be affixed by the chairman of said board, and countersigned by the clerk.

"*Resolved*, That James Gilmore be authorized to procure a seal for the town, at the expense of said town, with such device and lettering as he may see fit.

"*Resolved*, That James Gilmore be authorized and directed to go to Milwaukee to represent the interests of the town in procuring the sale of a portion of the *road* of the Wolf River Branch Plank-road Company.

"The above resolutions done and passed at a meeting of the board of supervisors of the town of Grand Chute, held on Monday evening, October 16th, A. D. 1854."

"1855, Feb'y 13th. I this day received what purported to be the proceedings of the board of supervisors of the town of Grand Chute,
133 at a meeting of said board somewhere (no place or town being designated) on the 10th inst., at 7 p. m., and that at said meeting, the clerk being unable to attend, on motion, Frederick Packard was appointed clerk pro tempore, and that, on motion, the ch'n and said Frederick Packard proceeded to sign certain bonds. I hereby certify said statement that 'the clerk was unable to attend,' to be false, as I was in my office at the time, and had been all day, ready and willing to attend to any and all of the duties of my office; and further, that said meeting of the board was without my knowledge. The board of supervisors being without any legal clerk at said meeting aforesaid, and their proceedings at said meeting being a nul'ity, therefore I did not file or record said proceedings, deeming it was no part of the town record. I make this record to protect the town from any pretended issue of bonds, and hereby certify the foregoing statement to be true; also, that, up to this date, no town bonds of said town (ex what h ve been cancelled) to the Wolf River Branch Plank-road Company or to any other corporation or person have ever been issued. Given under my hand at Grand Chute this 13th day of February, 1855.

"W. S. WARNER, *Town Clerk.*"

And the defendant's counsel offered to read from page 131 of said records, as follows, to wit:

"1855, Dec. 1st. At a special meeting of the board of supervisors, held at the office of town clerk—present, Messrs. Crosby, Gilmore, and Duane—

"*Resolved*, That the town clerk be, and is hereby, directed to levy a tax upon the taxable property in this town in amount sufficient to meet the tax voted at the last annual town meeting; also, the county, school, and State tax, as contained in the certificate of the clerk of the board of county supervisors; and he, the said clerk, is hereby directed not to include in such levy any tax for the payment of interest on town bonds issued to the Wolf River Branch Plank-road Company.

"B. DOUGLASS, *Town Clerk.*

"The annual town meeting held at the Crescent Hotel, in the town of Grand Chute, on April 1st, 1856, was organized by James Gilmore, William D. Reynolds, & T. A. Wilcox, who were appointed by a vote of the meeting to act as inspectors of said election. The town
134 clerk was present and acted as clerk of the election * * * *

"After which, on motion, the meeting instructed the board of supervisors not to pay any interest on plank-road bonds until instructed so to do by the people. * * * *

"B. DOUGLASS, *Town Clerk.*"

And the plaintiff' counsel objected to the same, and the court sustained the objection, and refused to allow the same to be read in evidence; and to the last said ruling the defendant's counsel excepted.

The witness, Harmon Jones, testified that he knew about the location of the road.

And the defendant's counsel asked said witness, how, when, and where said plank-road was located?

The question was objected to. Objection sustained by court. Defendant excepted.

The defendant's counsel here offered to prove by the witness that, after the plank-road was actually located, that it was subsequently changed to a different route for the benefit of the parties who procured the issuing of the bonds. Such proof, so offered, was objected to by plaintiff's counsel. Objection sustained by the court, and the court refused to allow such proof to be given. And to the said ruling of the court, the defendant's counsel excepted.

The defendant's counsel then offered in evidence a copy of a printed notice dated May 17, 1854, and offered to prove that the notices of which said printed notice is a copy, were put into general circulation in the town of Grand Chute, and posted up in different parts of the town of Grand Chute about May 17, 1854.

The plaintiff's counsel objected to the reading in evidence such notice & proofs, and the court ruled out the same. Defendant excepted to the ruling of the court.

The following is a copy of the notice last aforesaid:

"To the electors of the town of Grand Chute:

135 "The Wolf River Branch Plank-road Company make the following proposition to the electors of the town of Grand Chute:

"That in case a majority of the electors shall be in favor of the issuing the bonds of the town of Grand Chute for the completion of the Wolf River Branch Plank-road in said town of Grand Chute—

"The bonds to be issued by said town, and the proceeds of the same, are to be placed in the hands of the committee of seven, to be composed as follows: The three supervisors of said town of Grand Chute, the road stock commissioner, to be appointed by the board of supervisors for said town, and three of the directors of said plank-road company, to be chosen by said company, which said commissioners shall receive and dispose of the bonds, receive proposals, locate, build, and manage in every respect the road to be built in the said town, so far as the proceeds of the bonds will go in building said road.

"By order of board of directors.

"REEDER SMITH,
"*President.*

"A true copy. Attest:
"W. SCOTT, *Secretary.*
"APPLETON, *May* 17, 1854."

The defendants' counsel then offered in evidence an article of agreement, made and entered into Feb'y 10, 1855, between Henry Hewett of the first part, and The Wolf River Branch Plank-road Company and The Town of Grand Chute of the second part, signed by Henry Hewett and Reeder Smith, president of the company, and Theodore Conkey, committee; together with a receipt of $9,000 bonds, endorsed upon said contract, first having offered to prove said contract and receipt, and also the estimates annexed to said contract.

A literal copy of said contract is set forth in the 8th plea, and also in the bill in equity above herein set forth.

The receipt endorsed upon said contract is as follows:

"Received on the within the $9,000 bonds of the town of Grand Chute agreed to be paid on the execution and delivery hereof.

"Feb'y 10, 1855.

"HENRY HEWITT."

The estimates appended to said contract are as follows, to wit:

136 *Estimate of work done on the Wolf River Branch Plank-road Company by Henry Hewett, contractor on the aforesaid road.*

Grading and planking 13,384¼ feet of road, at $2,500 00 per mile	$6,337 12
Grading, but not planking, 7,415¾ feet of road, at same rate less cost of plank and laying same	1,619 02
Excavation and embankment	1,373 60
Timber in High Bridge & abutments	791 80
Plank and boards in High Bridge	137 22
Construction of High Bridge	000 22
	$10,258 76

Appleton, Outagamie County, Wis., July 31st, 1857.

SAM'L G. CALLAHAN,
Civil Engineer.

I hereby certify that I have personally measured and estimated all work done on the Wolf River Branch Plank-road by Henry Hewett, contractor on the aforesaid road, and that the within estimate is correct; and furthermore, that the work so done was accepted by me on the 30th day of February, 1857.

APPLETON, *July* 30, 1857.

SAM'L G. CALLAHAN,
Engineer of Wolf River Branch Plank-road.

The plaintiff's counsel objected to the reading of the same in evidence, on the ground of irrelevancy and immateriality. The court sustained the objection, and excluded the same, and the defendant, by its counsel, excepted to said ruling.

The defendant's counsel then offered to prove, by the witness Jones, that after the road had been begun and partly constructed, and two or three miles of the road graded and partly planked, it was afterwards abandoned for the benefit of the officers who were interested in the issue of these bonds; that the route to which it was changed was a circuitous route, and much more expensive than the original location, and greatly to the disadvantage of Grand Chute, and did not accommodate the town as well as the original location, but which was greatly
137 to the advantage of the property of the persons who were interested in the issuing of the bonds.

The plaintiff's counsel objected to the proof so offered. The court sustained objection, ruled out such proof, & refused to allow the same; to all which the defendant's counsel excepted.

The defendant's counsel introduced the witness W. S. Warner, who was clerk of the town of Grand Chute about Feb'y 13, 1855, and offered to show by him that the bonds were procured to be issued by certain persons who were interested in their being issued, by fraudulent means.

Said proof was objected to by plaintiff's counsel; objection sustained by the court, and the proof so offered was excluded by the court; to which last said ruling the defendant's counsel excepted.

The defendant then offered to prove and show, by the witness Theodore Conkey, that in the change in the route of the plank-road to another route that he had an interest in the contract, and was interested in the bonds, and that he was and still is interested in the bonds.

The plaintiff's counsel objected to such proof. The court sustained the objection, & ruled out the proof. Defendant's counsel excepted to the ruling.

The defendant's counsel then offered to prove that said Conkey at the time was a merchant and provision dealer in Grand Chute, and that it was a part of the agreement that he was to furnish supplies for the road, and should receive a share of the bonds therefor; and also, that Reeder Smith received a thousand dollars of the bonds, to be applied to a debt due from the plank-road company.

The plaintiff's counsel objected to said proof. The court sustained the objection, and ruled out the same, and refused to allow the same to be shown; and to said ruling the defendant's counsel excepted.

The defendant's counsel here offered in evidence a letter, which was mailed at Union Springs, N. Y., Sept. 26, 1867, and directed as follows:

"Chairman Board of Supervisors of Town of Grand Chute, Grand
138 Chute, Outagamie County, Wisconsin," first offering to prove the signature to said letter, which letter is as follows, to wit:

"UNION SPRINGS, NEW YORK,
"*Sept.* 25, 1867.

"Ch'm'n Board Supervisors of Town of Grand Chute, Outagamie County, Wisconsin:

"I write to inform you that some time ago the suit commenced in the U. S. dist. court of Wisconsin against your town, in name of Henry Decker, j'r, on bonds issued by your town to Henry Hewett was discontinued. Henry Decker, j'r, is not now, & never was, the owner of said bonds. Your att'y has had notice of this fact.

"GEO. B. GOODWIN,
"*Att'y for Henry Hewitt.*"

And the plaintiff's counsel objected to the evidence so offered, on the ground of irrelevancy. The court sustained the objection, and excluded the evidence; to which ruling the defendant's counsel excepted.

Here the plaintiff introduced evidence tending to show, by way of rebuttel, that, prior to the issue of the bonds, the question of issuing them was submitted to the voters of the town, a majority of whom voted in favor of their issue; also, showing that a stock commissioner was appointed; that the first issue of bonds were returned & destroyed on account of a supposed informality in their issue; and the plaintiff's counsel read in evidence from the town records as follows:

"1855, March 12th. The board of supervisors of the town of Grand Chute met pursuant to adjournment—present, Theodore Conkey, (ch'r'n,) James Gilmore, & Samuel Dunn. The board, on motion, adopted the following resolution, to wit:

"*Resolved*, That the resolution authorizing the chairman to subscribe stock to W. R. B. P. R. Company, passed Oct. 7, 1854, and recorded on page 85 of town record, be amended so as to read as follows:

"*Resolved*, That the chairman of the board of supervisors of
139 the town of Grand Chute be, and is hereby, authorized to subscribe the sum of ten thousand dollars to the capital stock of the Wolf River Branch Plank-road Company, and that the town issue bonds to the amount of said subscription to the said plank road company, and that said bonds be signed by the chairman, and the seal of said town be affixed thereto."

The records of the town of Grand Chute of same date, read in evi-

dence, purport to authorize the reissue of the bonds before then issued, and that such bonds were reissued, and the bonds sued on were a portion of such reissue.

The plaintiff's counsel also read in evidence from said town records, under date of Aug. 30, 1856, to the effect that, "on motion of Mr. Barnes, James Gilmore was appointed and constituted stock commissioner for the town of Grand Chute, in pursuance of an act of the legislature, authorizing the supervisors of said town to issue the bonds of the town for the purpose of completing the Wolf River Branch Plank-road through said town."

After the close of the testimony, the defendant's counsel requested the court to instruct the jury—

1st. That, upon the pleadings and the evidence, the plaintiff is not entitled to recover against the defendant.

The court refused to give such instruction to the jury.

The defendant, by his counsel, excepted.

The defendant's counsel requested the court to instruct the jury—

2nd. That there is not any act of the legislature authorizing the issuing of bonds, and that they were issued without authority, and therefore said bonds are void, and the defendant is not liable to pay the money specified in said bonds.

The court refused the instruction.

The defendant's counsel excepted.

But the court charged the jury to return a verdict for the plaintiff.

To all of which charge the defendant, by its counsel, excepted.

140 And afterwards, to wit, on the 16th day of Nov., 1870, after verdict, the defendant filed a motion in arrest of judgment; which motion was overruled by the court; and to which ruling, the defendant, by its counsel, excepted.

And afterwards, and before judgment was entered on the verdict, the defendant filed a motion that judgment and all further proceedings in the case be stayed until after the suit in equity, wherein the Town of Grand Chute is complainant, and George W. Winegar, George B. Goodwin, Theodore Conkey, and Henry Hewitt, are defendants, lately pending in this court, and now appealed to the Supreme Court of the United States, and which involves the entire merits of this case shall have been finally decided.

And the court overruled and denied said motion; and to which last said ruling, the defendant, by its counsel, then and there excepted.

And because said several matters, rulings, and decisions, &c., do not appear of record, the judge of said court, at the request of the defendant's counsel, has hereunto set his hand and seal to this bill of exceptions, during the term aforesaid, to wit, this 19th day of December, 1870.

A. G. MILLER. [SEAL.]

141 UNITED STATES OF AMERICA,
Eastern District of Wisconsin, ss:

I, Edward Kurtz, clerk of the circuit court of the United States of America for the eastern district of Wisconsin, do hereby certify that I have compared the writings annexed to this certificate, and they are true copies of their respective originals, and are correct transcripts therefrom, now on file and remaining of record in my office, being a full & complete copy of the record & proceedings in the suit of George W.

Winegar vs. The Town of Grand Chute, as return to the writ of error hereto annexed.

In testimony whereof I have hereunto set my hand and duly affixed the seal of the said court, at the city of Milwaukee, in said eastern district of Wisconsin, this third day of February, in the year of our Lord, one thousand eight hundred and seventy-one, and of the independence of the said United States the ninety-fifth.

[SEAL.] EDWARD KURTZ, *Clerk.*

142 UNITED STATES OF AMERICA, *ss:*

[SEAL.] The President of the United States of America to the judges of the circuit court of the United States of America for the eastern district of Wisconsin, greeting:

Because, in the record and proceedings, as also in the rendition of a judgment in a plea, which is in the said circuit court of the United States of America for the eastern district of Wisconsin, before you, between George W. Winegar, plaintiff, and The Town of Grand Chute, defendant, a manifest error hath happened, to the great damage of the said Town of Grand Chute, as by the complaint appears, and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, that of right and according to law and custom of the United States should be done.

Witness, the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this twentieth day of December, in the year of our Lord one thousand eight hundred and seventy, and of the independence of the United States the ninety-fifth.

EDWARD KURTZ,
Clerk U. S. circuit court, East'n Dis. Wis.

(Indorsed:) Filed December 20th, 1870. Edward Kurtz, clerk.

143 [SEAL.] The United States of America to George W. Winegar, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States of America for the eastern district of Wisconsin, wherein The Town of Grand Chute is plaintiff in error, and you are defendant in error, to show cause, if any there be, why judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this twentieth day of December, in the year of our Lord, one thousand eight hundred and seventy, and of the independence of the United States the ninety-fifth.

A. G. MILLER,
District Judge.

We accept service of above citation this 24th day of December, A. D 1870.

PALMER, HOOKER & PITKIN,
Pl'ff's Att'ys.

(Indorsement on cover:) No. 506. The Town of Grand Chute, plaintiff in error, vs. George W. Winegar. E. Wisconsin C. C. U. S. Filed 15th February, 1871.

REC. 506—12

Supreme Court of the United States.

THE TOWN OF GRAND CHUTE, PLAINTIFF IN ERROR,

vs.

GEORGE W. WINEGAR.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF WISCONSIN.

BRIEF, POINTS AND ARGUMENT FOR PLAINTIFF IN ERROR.

GEORGE W. LAKIN,

Attorney for Plaintiff in Error.

Supreme Court of the United States. 1

THE TOWN OF GRAND CHUTE, PLAINTIFF IN ERROR,

vs.

GEORGE W. VINEGAR. 2

George W. Winegar brought the suit on eight bonds of $1000 each, with coupons annexed, alleged to have been executed by the Town of Grand Chute, March 12, 1855, and recovered judgment thereon. The pretended bonds on their face, purport to be issued to the "Wolf River Branch" "Plank Road Company," under authority of an act of the 3
Legislature passed Feb'y 10, 1854. (Rec. fol. 38.) That act makes no mention of the "Wolf River Branch Plank Road Company," but purports to authorize the issuing of bonds to *another and different Company*. The bonds on their face refer to no other act, than that of Feb'y 10, 1854, as their foundation, or authority: nor does the declaration refer to any other act, or authority for the issuing of the bonds.

The Town insists, and has always insisted that the whole programme was and is a concocted and plotted fraud, and, at the earliest period took measures to expose it. 4

The rulings of the Court below are here to be reviewed, and their correctness tested.

First. The Town interposed a plea in abatement, in substance, that the said bonds were held and owned by other persons named in said plea, who were residents and citizens of Wisconsin, in which said Town was situated. That such persons were the real plaintiffs in the action, and had caused the same to be brought in the name of Winegar in fraud of the jurisdiction of the Court. (Rec. fol. 48.) The plaintiff 5
traversed the plea in abatement, and concluded to the Country. A jury was impanneled to try that issue. The Town read in evidence the deposition of the Plaintiff (Rec. fol. 77.)

And the Court, thereupon, instructed the Jury to find the issue for the Plaintiff. (Rec. fol. 78.)

To which the defendant excepted.

[1*st Error assigned, to wit, ordering a verdict for the plaintiff on the abatement issue.*] 6

The Court erred in peremptorily ordering a verdict for the plaintiff.

If Conkey, Hewitt and others, or any other parties who were citizens of Wisconsin, were the owners of the fraudulent bonds, and were making use of Winegar, as a sham, catspaw plaintiff, and it could have been shown, it would have abated the action. The issue was formed and

7 tried on that theory. The defendant went into the enemy's camp for testimony. He extorted from the plaintiff, a few facts, reluctantly given. What were these facts ? (Rec. fol. 77.) "The witness thinks "he acquired the bonds in January last, of the agent of Henry Hewitt. "The agent's name is Geo B. Goodwin. Does not know Henry "Hewitt. Does know Goodwin. The business was transacted at "Union Springs. Have a Bill of sale of the Bonds. The Bonds have "never been in my possession. Gave my promissory notes for "them, &c."

8 The witness does not know where the notes were payable. Though the business was done at the Bank, at Union Springs, nobody being present but himself and Geo. B. Goodwin, Hewitt's agent. The notes were given in the name of Goodwin, and no security was given for their payment. The witness had just been through Bankruptcy and was then working at a salary of $800. per year.

(See the whole of Winegar's testimony Rec. fol. 77.)

This testimony in connection with the pleadings, ought to have been left to the Jury. It is probable that they would have seen through the 9 plot. That the real owners had sent Goodwin to his brother in-law in Backus' Bank, where he made a sham sale to the teller Winegar, taking his notes, and keeping the bond, and employing Goodwin to collect at a percentage of something less than 50-100 That the matter was attempted to be done up to confer jurisdiction, and to shut out defences.

It was the constitutional right of the defendant, that the jury should weigh the testimony and return a verdict agreeably to their convictions.

To instruct the jury "to find the issue for the plaintiff," was an arbitrary infringement of that common law and constitutional right. It 10 did not admit of the exercise of reason or of any mental faculty. Twelve sphinxes noiselessly nodding, responsive tob eckonings, might profitably be substituted for jurors thus manacled.

Yet the verdict thus obtained and recorded, on that issue, is made use of in the subsequent pleadings with the same force and effect as if it had been legitimately rendered.

(Rec. fol. 67.) The plaintiff's counsel moved to strike off the 8th plea for the alleged reason that it embraced the same matters as those embraced in the plea in abatement. And the motion was allowed, and 11 the 8th plea was stricken from the record.

The 8th plea is not identical with the plea in abatement. Its substance, object, end and aim were different. Whatever of surplusage there was in the plea in abatement, it sought to abate the action for the reason that Winegar, a citizen of New York was a sham plaintiff standing in the place of persons, the real owners of the bonds, who were citizens of Wisconsin.

The 8th plea did not seek to *abate*, but to *bar* the action. It sets forth facts sufficient to bar it, and has all of the elements requisites and 12 form of a plea in bar.

Now the Court, in ordering the jury to find the issue for the plaintiff, on the plea in abatement, *in effect*, also ordered the matters set forth in the 8th plea to be found *against* the defendant. Because the Court having dictated a verdict against the defendant, on the plea in abatement, afterwards ruled the 8th plea off from the record [illegible] "because "it embraced the same matters as those embraced in the plea in abate- "ment."

That is to say, the Court ruled that the verdict thus rendered on the 13
abatement issue, suffices for the bar issue.

And however disinclined the appelate Court might be to review errors arising under pleas in abatement; when such errors are cannonized by the Court that committed the error, and are made the law of the case in the subsequent proceedings, so as to rule out a plea in bar, then, not to review and correct the error is a denial of justice.

[*2d Error assigned, to wit, striking off said 8th plea.*]

The first plea to the merits was *nil debet*. The second, *non est* 14
factum. The plaintiff's counsel moved the Court to strike off said second plea for the alleged reason that it was inconsistent with the first. The Court allowed the motion and struck the plea from the record. In so doing the Court erred.

[*This is the 3d Error, assigned.*]

The law of common law pleading does not require that one separate 15
and independent plea shall be consistent with another separate and independent plea. Each plea stands or falls by its merits.

The alleged reason which is the basis of the ruling, if true, is unsound.

But it is not true. How is *nil debet* inconsistent with *non est factum*? Let us hitch them together—sound them—and ask in what the antagonism consists? The defendant "owes nothing"—the bonds "are not its deed." It owes nothing, because the bonds are not its deed—because they are a forgery—a fraud—were made without authority. 16
So far from being inconsistent, the second plea would be considered, anywhere, a good and logical reason for the first.

Nil debet to a declaration in debt on bond, may be, and probably is demurrable. (Chitty's Pl. 1 vol. 483; Sneed vs. Wister 8 Wheaton, 692.)

It opens a wider field than the plaintiff is obliged to guard.

But in such an action *non est factum* is always a bar. It strikes at the root. If sustained, it shows, the instrument declared on to be a fiction, and fraud, and defeats a recovery. It was the plea for this 17
case, and is the plea for all such cases. (Bottomly vs. U. S, 1 Story 135.)

And yet the Court disposed of it summarily by striking it off—which is equivalent to sustaining a summary demurrer to it—for the reason that—"it is inconsistent with the plea of *nil debet!*" There was error.

Had the Court ruled the defendent to elect by which plea he would abide and stand, it might not have been so much out of the way. But, to strike out the plea of *non est factum*, which traverses and puts in issue the making of the bonds, is somewhat erratic. The conclusion is 18
excelled only by the reason assigned for it, (Rec. fol. 67.) to wit, that the plea of the *non-making* of the bonds, is inconsistent with the plea of *non-indebtedness* upon them!

[*4th Error, to wit*]

The Court erred in sustaining a demurrer to the 3d plea, which sets up the non-publication of the act of the Legislature under which the

bonds purport to have been issued. The Town of Rochester, vs. The Alfred Bank, 13 Wis. 432, decides the point.

(See, also Berliner vs. The Town of Waterloo, 14 Wis. 378 and Vedder vs. Town of Lima 19. Wis. 280, and the cases cited, in the report of the last named case.)

[*5th Error, to wit.*]

The Court erred in sustaining a demurrer to the 5th plea.

The act of Feb'y 10, 1854, under and by virtue of which the plaintiff claims the bonds were issued, and which act is referred to on the face of the bonds and in the declaration as the only foundation thereof, provides (sect. 1 Rec. fol. 80.) that certain Towns, and Grand Chute among them, "are authorized under the restrictions and conditions "hereinafter mentioned to subscribe to the capital stock of the Wolf "River Branch of the Winebago Lake and Fox River Plank-road Com- "pany such amounts not exceeding ten thousand dollars for any one "town, *as may be declared by the board of directors of said Company "necessary for the completion of said Road*, at the time of such "subscriptions" &c.

The 5th plea sets up that said Board of Directors never did declare what sum was necessary. (Rec. fol. 55.) Without such declaration the issue of the bonds was unauthorized.

(Hewitt vs. Town of Grand Chute 7 Wisconsin, 282.)

The act on its face limits all concerned. The subscriptions are not to exceed $10000, and, before they can exceed one dollar, a prerequisite is interposed It must be ascertained definitely, in due form, by the declaration of the board of directors, what sum is necessary for the completion of the Road. Until that was done, there was no authority to subscribe a dollar. Such declaration, by the act, is designated as the corner-stone of the contemplated edifice. The plea declares its non-existence. Such non-existence negatives all authority to subscribe or to issue bonds to pay the subscription. The legislative act must be followed, or else it may as well be dispensed with altogether. No one pretends, that, without it, the bonds would be legal, or good for anything. How can they be valid without any attempt at complying with its most prominent and essential provision—what may be denominated its jurisdictional provision?

Regarding the act, as a thing of good faith, which the defendant does not believe, it was incumbent on the schemers, to keep within its limits. The subscription must not exceed $10,000, and it must not be *any* amount, until it was ascertained in that particular way, that some, and what amount was necessary for the purpose. Without this, the paper is without foundation—is void—as clearly so as if there were no legislation on the subject. Blot the act from the statutes, and of what validity would be the bonds? Ignore its principal clause, and how can they be valid? No device or certificate of regularity, embodied in the bonds themselves, could help the matter. It is the nature of fraudulent paper to appear fair. And yet there are many tests of its genuineness. Hewitt vs. Town of Grand Chute, 7, Wis. 282, decides that such declaration of the necessary amount was material to be averred and proved.

[*6th Error, to wit.*]

The Court erred in overruling the demurrer to the replication to the 6th plea.

The plea sets forth that on the 29th January 1855, the board of supervisors of Grand Chute, issued $10,000, in bonds to the Plank-road Company, and that said bonds, were, on the 10th Feb'y 1855 negotiated by said Company, and that thereby the supposed power to issue bonds under said act of Feb'y 10, 1854 became exhausted; and so the issue of the bonds sued on, at a subsequent time, was without authority, and the bonds void in law.

The replication to the 6th plea (Rec. fol. 69) sets up that on the 12th of March 1855, the bonds referred to in said 6th plea, were surrendered to the defendant for cancellation, and were cancelled and destroyed; and that the bonds sued on, are *substitutes* and *re-issues* of those mentioned in the 6th plea. The defendant demurred to the replication, and the Court overruled the demurrer.

We are to test the soundness of the ruling.

The maximum amount of bonds to wit $10,000, was issued to the Plank-road Company. And *the bonds were negotiated by said company*, on the 10th of February 1855. The plea states this, and the replication admits it; but states that "on the 12th of March 1855 the bonds were surrendered to the defendant for cancellation."—By whom were they surrendered? By the parties, of course, to whom they had been negotiated. For what consideration? Such as was satisfactory. For what cause? The replication says—"on account of a supposed infor-"mality in their issue!" That there were some slight irregularities in their pedigree is apparent. Whether they influenced the party to whom the bonds had been negotiated to surrender them, for less than their face, is not so clear. One thing is clear—made so by the 6th plea and the replication thereto, to wit, that all the bonds, authorized by the act of February 10, 1854, were issued, and afterwards negotiated—and afterwards surrendered to the defendant cancelled and destroyed.

The facts disclosed by the replication put an end to the action. The power conferred by the act was exhausted. There was no "watering" power to manufacture—to continue to issue—to "re-issue"—or to make "*substitutes.*" The bonds had been set afloat—had performed their revolution, and arrived at their place of destination. The inflated bubble had burst—no re-inflation was possible.

The replication admits the facts set up in the 6th plea, but fabricates a departure, to wit, a sort of continuous re-issuing power—a power which stock-jobbing corporations have often assumed, to the detriment of honest men—of "watering the stock," and transplanting it.

No such power is conferred by the act. And from whence is it derived?

[*7th Error, to wit.*]

The Court erred in sustaining a general demurrer to the 7th plea.

This plea alleges that no special election, such as is prescribed in said act of February 10, 1854, was called or held, previous to the issue of said bonds, &c.

Sect. 6th of the act provides (Rec. fol. 82) "that no bonds shall be "issued, unless a majority of the votes cast at the election hereinafter "mentioned, shall be in favor of the same."

7 31 Sect. 7, provides when, where and how that election shall be held, for the purpose of carrying the act into effect.

The act absolutely prohibits the issuing of any bonds, until that election is had And here it stands admitted, on the record, that no election was had. And the Court over-rides the law, and adjudges that no election was necessary. To adjudge that no act at all was necessary, as a foundation for the issue of the bonds would be quite as reasonable.

(See, Marsh vs. Fulton County, 10 Wallace 676.)

8 32 Under the 2d Error assigned we have considered how the Court erred in striking off the 8th plea. (Rec. fol. 57)

The plea shows that the original fraudulent parties, Hewitt, Conkey, and others are the real owners of the bonds. It discloses the whole plan and progress of the corrupt plot, concocted and carried on by the very men for whose benefit the suit was instituted and is carried on. It discloses the corrupt contracts entered into, and that the bonds are void.

No one pretends that the plea is not sufficient to bar a recovery.

33 But the Court strikes it off, on the unfounded pretence that it embraced only the same matters set up in the plea in abatement. An inspection of the two pleas will set the matter right.

[*8th Error, to wit.*]

There was error in sustaining a general demurrer, to the 9th plea.

That plea shows that the bonds were not executed and delivered to the Wolf River Branch Plank-road Company, for the purpose of carrying out the provisions of any act of the legislature, or for any valid

1 34 consideration: that said Company did not negotiate the bonds to *bona fide* holders—that the same have not passed from hand to hand or come to the hands of the plaintiff—that they were issued by means of fraud and deception and by collusion between Theodore Conkey, the then chairman of the board of supervisors of Grand Chute, and Reeder Smith the then president of the Plank-road Company, and Henry Hewitt a contractor, and divers other persons, and in pursuance of a conspiracy formed, on or about January 15th. 1855, for the purpose of defrauding the town, and the stockholders, and creditors of the Plank-

1 35 road Company. The plea then goes on (Rec. fol. 63,) to state what was done to carry out that conspiracy; and what notices were given by the town to prevent it, and what was done by the town to guard the public against purchasing the fraudulent paper.

The demurrer admits the truth of all that is alleged in the plea. What can be wanting to make it a bar to the action? We have not been informed. It places Winegar, in no better position for a recovery than are the real parties who stand behind him. And it then shows

36 the numerous acts of fraud, collusion and conspiracy which taint the whole thing, and render the paper void.

Even if Winegar were the actual purchaser of the void bonds, which were issued without authority of law, he could not recover. Marsh vs. Fulton County, 10, Wallace, 680, decides that point, and disposes of the whole case.

History records the piety of Julian, the Apostate, to have sacrificed a hundred oxen a day to his pagan deities, on inconsiderable occasions of success. An observer significantly remarked, that should he return

victorious from the Persian war the vast herds of horned cattle must become extinct. 37

The non-return of the Emperor avoided the hypothetical catastrophe.

Our farmers, and laboring men have been burdened and manacled by lobbyists, corruptionists and bogus-bond-procurers and brokers.

Be the wrath and scorn of outraged law and justice on the misguided umpire who sacrifices the race of honest men and their families, by an overstrained construction, and by bridging the chasm which divides and exposes the fraud, to fill the coffers of financial rogues.

To a clear mind, and a discerning and practiced eye, most frauds have some mark of the beast which cannot be hidden. It is the business of Courts to apply the tests, and to bring to light what is sought to be hidden. The bonds sued on in the case of Smith vs. Sac County 11 Wallace, 139, belong to the same class as the bonds sued on, in the case at bar. In that case the bonds were fair on their face, and payable to bearer. Meservy, and the county judge, understood each other. After the negotiable paper had been "concocted" and the official seal affixed by the judge, one of the $1.000, bonds was immediatly presented to him. The Court says "that the bonds should turn up in the pos- 39
"session of some one else was to be expected. But, to hold that after
"all this was shown in defence, such holder should have judgment on
"these bonds, without any proof that he purchased them for value, or
"that he gave any consideration for them at all is in our judgement
"pushing the doctrine which gives sanctity to negotiable paper beyond
"any just principle or any decided case." The Court, in that case, held the bonds void. There was no element of fraud in that case, which does not appear in the case at bar. "That the bonds should turn up
"in the possession of some one else" (and that one Winegar,) was to 40
"be expected." Conkey, Hewitt & Co. had long experimented. They at last, conceived the plan of having the bonds *transferred for value.* And the plaintiff, just then emerged from bankruptcy, was selected as the transferee ; *and his notes, the value.*

In Smith vs. Sac. County, 11 Wallace, 139, all forms and precedents were duly observed in the creation of the bonds. Judge, —— the proper officer, issued, sealed and delivered them to Meservey, the contractor, who immediately bestowed one of them, of the denomination of $1,000, on the judge. 41

In the case at bar, Conkey, the chairman of the board of supervisors, as did the Co. judge in Smith vs. Sac Co. issued, signed and sealed the bonds, delivered them to his co-efficient operator, Hewitt, who delivered one of said bonds to Smith, and three of them to Conkey. (See 8th plea, Rec. fol. 57 and 9th plea, fol. 63.) In the two cases, the fraud and corruption are equally palpable. In the one case, (Smith vs. Sac Co.) this Court adjudged the bonds *void.* Why ought not a similar judgment to be entered in the case at bar?

In our 9th. plea (Rec. fol. 63) we set forth frauds and conspiracies 42
which have no parallel in Smith vs. Sac Co. Yet, the Court below sustained general demurers to the pleas which set forth a chain of fraud, every link of which is tainted and rotten, from the starting point to the end.

[*9th Error, to wit; allowing the bonds and coupons to be read in evidence.*]

After all the demurrers and strikings off had transpired, the case

43 stood at issue on the plea *nil debet*, and the 4th plea. Nil debet opens for examination the consideration of the supposed causes of action. The question of the validity of the bonds on their face coupled with the act of the legislature, was raised, in several ways. I prefer to argue that point, on the objection to their being read in evidence, at the trial.

The objection (Rec. fol. 87,) was that the bonds purport to have been issued by and under the authority of the act of the legislature approved February 10th 1854, which is supposed to have created a corporation by the name of the "Wolf River Branch of the Winebago Lake and
44 "Fox River Plank-road Company." And to which said corporation alone said act authorized the bonds to be issued: whereas, in fact, and, as appears from the declaration, said bonds were issued to to a supposed corporation created by the act of the legislature of Wisconsin approved February 21, 1854, called the "Wolf River Branch Plank-road Company," eleven days after the authority to issue the bonds was conferred by said act of February 10th. 1854.

The act of February 10, 1854, authorized the issue of bonds to one company, to wit, the "Wolf River Branch of the Winebago Lake and
45 "Fox River Plank-road Company." And the bonds were issued to another and different company, to wit, the "Wolf River Branch Plank-road Company," named in the act of February 21, 1854. The Court overruled the objection, and the defendant excepted.

Without some valid act of the legislature with which the bonds can be identified as their foundation, and as their authority, for being issued, they are surely void. The bonds, profess, on their face to have such foundation. The recitals of the bonds refer to the act of Feb'y 10, 1854 as the foundation and authority for the issue. No other act
46 is even hinted at, in the bonds or in the declaration. That act and the bonds are joined together, or are attempted to be joined by the bonds themselves, *i. e.* by their authors, or manufacturers. On their face they exclude any conclusion, or suspicion that there exists any other act authorizing their issue. Hence the bonds and the act of February 10, 1855, must be tested together; and, if they cannot stand and dovetail together, then the bonds must fall.

The act cannot be construed to be a roving commission to issue bonds to any company, other than the company expressly mentioned in
47 the act. But the bonds were issued to another company, having no connection, or identity with the one named in the act of February 10th 1854, except that "*Wolf*" is used in the cognomen of both.

An attempt is made to patch the thing before and behind, by bringing in scraps from the thousand and one pages of the voluminous private laws. No such attempt can be tolerated. The bonds have elected their creator. The mark—the sign is on their forehead. In that sign they must conquer; or be conquered. There is no changing fronts or faces. No transmigration, substitution, or corporate alchemy or jug-
48 glery can invest the bonds with qualities, attributes and characteristics which they never had, and which they never claimed to have.

But, suppose it be allowable to rake the private and local laws in aid of these bonds. There is nothing that supports them. What have the several acts, outside of the act of February 10th 1854, to do with the bonds? How did they, or any of them authorize their issue? How do they match, or how are they connected with the act of Feb'y 10, 1854? How are they identified with the bonds? In no way or manner. The

careful programme of the case, projected by the plaintiff's counsel con- 49
fesses this, by erecting his edifice alone on the act of Feb'y 10th 1854, which the bonds, on their face, claim for their sole father.

The switching off their paternal origin, upon a plurality of several vagrant acts, found in the large volume of private laws is a departure excusable only by conscious illegitimacy.

Admit for argument's sake, that the people of the town were willing to vote and did vote to tax themselves to build the "Wolf River Branch "of the Winebago Lake and Fox River Plank-road Company" a corporation created by the act of February 10th, 1854, yet how indignant 50
they must have felt when they discovered that, by the jugglery of the manipulations of Wisconsin legislation, their vote by construction, was made to tax themselves to build another and different road, taking another and different route, under the control of another and different corporate body, created by the act of Feb'y 21, 1854, to wit, the "Wolf River Branch Plank-road Company;" and all this to subserve the private interests of the scheming manipulators.

The act of February 10, 1854, creating the "Wolf River Branch "of the Winebago Lake and Fox River Plank-road Company." author- 51
ized an election, and a vote to be taken, "for the road" and "against the road."

The act of February 21, 1854, creates another and distinct company and does not ask for, or provide any aid, or seek to have any vote taken, but jumps at the point and says that all stock issned in the former company, shall be the stock of the latter.

So that in the issue of the bonds to the latter company, neither the board of supervisors, nor its chairman had any authority to act.

Marsh vs. Fulton County 10, Wallace, 676, goes further than it is 52
necessary for us to go to defeat a recovery on the bonds.

[10*th Error, to wit.*]

The Court erred in ruling out (Rec. fol. 77) the deposition of the plaintiff Geo. W. Winegar, offered to be read by the defendant at the trial. It was certainly competent for the defendant to show on the trial that the plaintiff had notice of the nature, character, and the frauds connected and identified with the bonds. When, where and 53
how did he come by them? Did he ever have, or see them? Did he give any, and what value for them? or was he a mere naked holder without having paid a cent for them? Was he in the plot of fraud, from the start, or did he come in at a later day, after all the repeated experiments had failed, to run the paper through the judicial mill? Did the defendant owe him any sum and if so, how much? The defendant had a legal right to his testimony, and to make the most of it, as coming from the party whose interest was largely in favor of a recovery. Whatever item of testimony could be obtained from him which pointed 54
the other way, could be fastened upon, as a spark evolved by sudden application of flint to steel. A few such sparks were evolved. And the defendant had a right to them, and to point them out and to urge them to the jury.

"Incompetency, irrelevancy" (Rec. fol. 88) "immateriality, and inadmissibility," were the alleged grounds of rejecting the testimony. But nothing clearer than the law and logic of those naked terms was

55 ever manifested to the parties, or to their counsel to show why the testimony of the adverse party was summarily rejected, on the trial of the issues which remained.

[11*th Error, to wit.*]

There was error in rejecting the several records offered in evidence by the defendant (Rec. fol. 89,) which showed that coupons of these bonds had been repeatedly litigated in our courts of record without a
56 recovery ever being had upon them. The records show what defences were interposed, and that the character of these bonds and coupons was made public very soon after their issue.

[12*th Error, to wit.*]

There was error in rejecting the bill in Equity, and the records in the case, on the Equity side of the Court, wherein the Town of Grand Chute is complainant, and George W. Winegar, Henry Hewitt, Theodore Conkey and George B. Goodwin are defendants, which were
57 offered in evidence by the defendant on the trial. (Rec. fol. 117.)

[A brief statement of the contents of the bill is appended in the argument in the equity case.]

That Bill in Equity was filed in the same Court in which the action at law was pending. It commences at the root of the fraud and traces it connectedly down (Rec. fol. 117.) It proceeds against all the fraudulent parties. Though the direct aim is against the fraudulent things, to wit, the bonds, which are in court, seeking to be recognized and to be adjudged legitimate and valid. The bill seeks to have the bonds
58 cancelled of record. No clearer case of fraud brought home to, and identified with the plaintiff in the action at law, Geo W. Winegar, the pretended owner of the bonds, can be stated than is stated in the bill. A demurrer to the bill was interposed by all of the defendants. It stood so until the parties were in the midst of the trial of the action at law (Rec. fol. 132.) The defendant in the action at law, and the complainant in the equity suit, offered the whole record of the equity suit in evidence. Right there the Court stopped short in the law case, and entered judgment of dismissal of the Bill in the Equity suit. Right
59 there an appeal was taken to the Supreme Court (Rec. fol. 132) and then, the record was re-offered in evidence, and ruled out, and the ruling excepted to.

We argue that the law and Equity cases were, substantially one, seeking to evolve and develop the truth, that the Court might arrive at and render a right judgment. The Equity suit like Aaron's serpent swallowed the smaller reptiles. It merged the whole matter of litigation in itself. It covered the whole ground. The demurrer admitted the truth of every allegation.

60 With the whole bill admitted to be true, the Town of Grand Chute stood eye to eye before Geo W Winegar, in open court, on the trial of the validity of the bonds on which he had sued. The Court ruled out the Bill and the whole record. By what law, or reason or logic, the Town of Grand Chute has never known.

Janus, in fiction, is one person with two faces. The Court, in fact, is one Court with two phases—one of them law and the other Equity. The suits about the bonds are one—identical, though mapped out on

opposite phases of the Court. The one phase of searching, far-reaching, prying attributes and faculties comes in aid of the more modest and uninquisitive phase. The Courts are one. The suits are one. The God of justice has joined them together; cursed be he who sunders them. 61

The Equity suit reached after and embraced every interest and every meritorious point respecting the bonds. The allegations of the Bill stood confessed, and for some purposes, to wit, for the purposes of this suit, must be taken to be true. It proved the plea of ***nil debet*** to the letter. The Town owed nothing, and the Bill proved it, aye more it proved frauds as dark as are commonly seen. With that Bill read in evidence, under the plea of *nil debet*, the issue must have been found for the Town of Grand Chute. There would have been no escape from it. But all the testimony offered, glanced away from Geo. W. Winegar, as did the arrows and spears from the invulnerable Achilles. It seemed as though the sound of bonds had closed every avenue of truth and justice. 62

The case is novel. Its parallel in not found in fact or fiction. The bonds are forgeries, with just enough of legislation and *quasi* official sanction, to shield the projectors from criminal prosecution. There is no reported case that bears any proximate analogy to it. And therefore it may not be strange that the rulings are without parallel. ☞We therefore, desire to guard the appellate court of last retort against confounding this case with any of the numerous bond and coupon cases that have been before it. This case stands alone,—an original conception—original in all of its joint and several deformities. 63

Confident that the facts and allegations of the Bill are available, as a defence, at some point, they were offered, as often as practicable, in many and different forms. 64

[13*th Error, to wit.*]

There was error in ruling out the Town Records (Rec. fol. 134) and the proof offered of the changing of the location of the road for the benfit of the parties who procured the issuing of the bonds.

[14*th Error.*] 65

And in ruling out the notice, "To the Electors of the Town of Grand Chute," dated May 17th 1854, which was put into general circulation, and was designed to corrupt the voters. (Rec. fol. 135)

[15*th Error.*]

And in ruling out the contract, dated Feb'y 10, 1855, a copy of which is set forth in the 8th plea, with the estimates and indorsements thereon (Rec. fol. 60, 128.) 66

[16*th Error.*]

And in ruling out the offer to show by W. S. Warner (Rec. fol. 137) "that the bonds were procured to be issued by fraudulent means, by persons who were interested in their being issued.

67 [17*th Error.*]

And in ruling out the proof (Rec. fol. 138) offered to be made, that Conkey was a provision-dealer, and that it was a part of the agreement that he was to furnish supplies and was to receive a share of the bonds therefor.

[18*th Error.*]

And in ruling out (Rec. fol. 139) the letter of Geo. B. Goodwin, attorney for Henry Hewitt.

68 All the said testimony and proof offered and ruled out, tended to establish the fraud which entered into the bonds, and the collusion and conspiracy which preceded their issue.

The letter (Rec. fol. 138) from Geo. B. Goodwin, attorney for Henry Hewitt, is dated "Union Springs," "New York" September 25, 1867. Mr. Goodwin was one of the attorneys who brought the suit, in the name of Henry Decker, on some of the coupons. In that letter he says "Henry Decker Jr. is not now and never was the owner of these "bonds." Here is a confession, that Decker was a sham plaintiff, and

69 that the defences interposed, in that case (Rec. fol. 138) which were the same as in this, were sound.

Geo. B. Goodwin, is at once the attorney of Hewitt, Decker, Winegar, or any or either of them, *mutais mutandis*, to suit any emergency, and the base of operations seems to be "Union Springs," though there is nothing to show that this quiet retreat ever saw the countenance of the precious bonds.

Said letter discloses the fact that in communicating the information, of the discontinuance of Decker's suit, Mr. Goodwin acted as the attor-

70 ney of Henry Hewitt, which is a virtual admission that Henry Hewitt, the man who now stands behind Geo. W. Winegar, then stood behind Decker. A more transparent imposition was never exhibited. All this testimony offered, showed the matter in its true light, and negatived all allegations and theories of indebtedness on the part of the town, to any of the parties.

[19*th Error, to wit;*]

"But the Court charged the Jury (Rec. fol. 139) *to return a verdict*

71 *for the plaintiff.*"

The defendant excepted.

And the verdict was accordingly returned under the aforesaid peremptory direction of the Court.

We have the decision, that it is immaterial whether the town of Grand Chute executed the bonds or not!

Striking out *non est factum* means that, if it means anything.

The parties by the pleadings had formed two issues of fact, under which some testimony was introduced and read to the jury, on

72 both sides. Why ought not the Jury to have weighed that testimony, or, at least, to have gone through the form of arriving at a conclusion of their own? To that verdict, that Jury can truly plead "*non est factum.*"

In the most of the fraudulent, swindling, corrupt schemes for speculation, which have cursed the country, and have actually robbed the laborer of his earnings, the devices have been so artistic, and the tactics so adroit that honesty, truth and justice have been overridden.

In the case here presented, the skill of the artificier is not quite equal

to his love of money. The whole thing is a bundle of errors,—aye, a bundle of frauds,—seeking what has been long and persistently sought for, but never found, until the light of the revelation contained in the record, enshrined and enthroned it—the sign manual indorsement of one judge, sitting as the Circuit Court, in the hurry and confusion of a *nisi prius* Term.

This Court of last resort must determine upon the soundness of those hurried rulings.

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Supreme Court of the United States.

THE TOWN OF GRAND CHUTE, PLAINTIFF IN ERROR, 2

vs.

GEORGE W. WINEGAR.

STATEMENT OF THE ERRORS 3

relied upon, corresponding to the same specified and commented upon *in extenso*, in the printed brief and argument.

1st. There was error in the courts instructing the jury in terms "*to find the issue for the plaintiff*," on the issue made under the plea in abatement.

(Rec. fol. 78)

2d. There was error in ordering the 8th plea to be stricken off.

3d. There was error in ordering the second plea, to-wit, the plea 4
of *non est factum* to be stricken off.

4th. The court erred in sustaining a general demurrer to the third plea.

5th. The court erred in sustaining a general demurrer to the fifth plea.

6th. The court erred in overruling the demurrer to the replication to the sixth plea.

7th. The court erred in sustaining a general demurrer to the seventh plea. 5

8th. The court erred in sustaining a general demurrer to the ninth plea.

9th. The court erred in allowing the bonds and coupons to be read in evidence, 13. (The same point is raised by motion in arrest of judgment.)

10th. The court erred in ruling out the deposition of Geo. W. Winegar, which was offered by defendant.

(See deposition, Rec. fol. 77.) 6

11th. The court erred in ruling out and rejecting the records offered by the defendant in the court below, (see printed in record fol. 88, to 116 inclusive.)

12th. The court in ruling out the bill on the equity side of the court, and the records therein, in the chancery case, involving the whole merits of the controversy.

(See printed record fol. 116 to 131 inclusive.) A brief statement 7 of the contents of said bill in equity, is as follows :

The Bill alleges the complainant to be a municipal corporation, and citizen of Wisconsin: and the defendant Winegar to be a citizen of New York, and the other defendants to be citizens of Wisconsin.

And that on the 26th of April 1870, Winegar commenced an action of debt in the U. S. Circuit Court, District of Wisconsin, against the complainant to recover ten thousand dollars and upwards, alleged by said Winegar to be due him from complainant, on nine several bonds of $1000 each, except one was for $500, all dated 8 March 12th 1855, with interest annually at 10 per cent per annum, with coupons thereto— said bonds maturing 15 years from date thereof.

That defendants, Goodwin, Hewitt, and Conkey, for a small and nominal consideration, or without any consideration, became possessed of said bonds and coupons, and that Goodwin afterwards went from Wisconsin, to Union Springs, New York, and to the bank of C. T Backus, the brother-in-law of Goodwin, and there found the defendant Winegar, a teller in said bank. That Goodwin then and 9 there made and attempted to make a colorable and sham sale of said bonds and coupons to Winegar, for the purpose of enabling said Goodwin, Hewitt and Conkey, to bring and prosecute an action thereon in the U. S. Circuit Court of the District of Wisconsin, and for the purpose of preventing the complainant, the town of Grand Chute, from interposing, and urging its just, legal, and equitable defence to a recovery of judgment on said bonds, against said complainant. That Goodwin, for himself and for and in behalf of the other defendants, requested Winegar to allow his name to be used as plaintiff—that 10 Winegar assented--that no real sale or transfer of the bonds or coupons was ever made to Winegar—that Winegar had just been through bankruptcy—was working as teller at a salary of $800. per year, without any income—that he had no money or other effects with which to buy bonds.

That to give said sham and fraudulent sale an outside show of fairness and good faith, Goodwin and Winegar agreed that the latter should execute to the former or to the other defendants, two promissory notes, in all for $5,100., on long time, in equal payments in one and 11 two years, as the only consideration for said pretended sale and puschase. That Winegar was irresponsible, financially, and gave no security, and that none was required. That said bonds were not then or at any time, produced, shown or delivered to Winegar—that he has never had any of them in possession or under his control; but that said bonds and coupons have at all times been in possession and under control of Goodwin and the other defendants.

That Winegar, without having any interest in said bonds consented to the plan of standing as plaintiff in the action, but gave the matter no 12 attention—and after the action had been pending several weeks, was ignorant as to whether or not the notes which he had signed were

negotiable—or whether they had ever been delivered—or to whom they were payable.

That several years ago, Goodwin, Hewitt and Conkey, commenced a suit, in the U. S. Circuit Court, District of Wisconsin, in the name 13
of one Henry Decker, a nominal plaintiff, on some of the same coupons: that such suit was commenced October 21st, 1861—that the proper defences were interposed, which were the same, *mutatis mutandis*, as in the action at law in this case; that such action remained in court until June 21st, 1866, when it was discontinued. That Decker's name in that suit was used for the purpose of obtaining jurisdiction, merely as Winegar's name has been used in the action in this suit.

That Winegar and all of the defendants in this suit well knew of 14
the existence, pendency, full nature, extent and character of said action in which said Decker was plaintiff, and of the character of the supposed causes of action set forth therein. That about the 19th of September, 1857, Hewitt commenced an action in the Circuit Court of Outagamie Co., against complainant, on some of the same coupons—that the matter was litigated, and an appeal taken to the Supreme Court of Wisconsin, and the plaintiff failed to recover—that no judgment has ever been recovered against complainant on any of said bonds or coupons.

That about the 12th of March, 1855, complainant caused notice to 15
be given in the N. Y. city stock market and in the other stock markets of the United States, of the illegal and fraudulent issue of said bonds, and that they would not be paid. That such notice was published in the N. Y. *Tribune*, and the other papers having a general circulation, and in the Milwaukee *Sentiel* and Green Bay *Advocate*, and other papers having a general circulation in Wisconsin.

That the bonds in the action in which Winegar is the nominal plaintiff, purport to have been issued under an act of the Legislature 16
of Wisconsin entitled "an act to authorize the towns therein named "to subscribe for Plank Road Stock," approved February 10th 1854, —that by said act, the several towns therein named are in terms, and under certain restrictions authorized to subscribe to the capital stock of "the Wolf River Branch of the Winebago Lake and Fox River Plank "Road company," "such amount not exceeding $10000, as may be "declared by the board of directors of said company, necessary for the "completion of said road at the time of said subscription," and to pay for the same in bonds of said towns. That said Plank Road company 17
or the directors thereof, never did, nor did the directors of the Wolf River Branch Company ever declare what sum, or that any sum was necessary for the completion of said road—that said bonds were not issued in accordance with said act, and are void.

That the town of Grand Chute never did, in any way or manner or at any time subscribe any amount to the capital stock of the Wolf River Branch of "the Winebago Lake and Fox River Plank "Road Campany," specified in said act—that no authority whatever, by resolution or otherwise was ever given or granted to any 18
officer of said town to issue any bonds in payment of any supposed subscription of said town to said Plank Road company or for any

purpose. That Conkey as chairman of the board of supervisors of said town had no authority to sign said bonds, or to affix the corporate seal thereto—that all of said acts of said Conkey are fraudulent, and said pretended bonds are void. That each of said bonds recites that
19 the act of February the 10th 1854, authorized the issuing of the bonds to the *Wolf River Branch Plank Road Company*,—that said bonds recite what is false, as no authority whatever is given in and by said act authorizing the town to subscribe to the stock of the Wolf River Branch Plank Road Company, or to issue any bonds to said company.

That each of said bonds on its face purports to be issued to the "Wolf River Branch Plank Road Company," a company not known mentioned or referred to in or by said act of the Legislature, under
20 and by virtue of which said pretended bonds are claimed to have been issued—that said bonds are fraudulent and void upon their face, that the bonds were not executed, delivered, or negotiated by the town, or recognized, or in any manner affirmed.

That Conkey was chairman of the board of supervisors, of Grand Chute, before and at the time the bonds were issued. That Conkey and Hewitt combined and conspired with Reeder Smith, the president of the Wolf River Branch Plank Road Company, to procure the fraudulent issue of the bonds for their own private speculation.
21 That on the 17th of May, 1854, they published and circulated among the people and voters of the town a notice and proposition to fraudulently influence the voters. That on the 20th of May 1857 a false, fraudulent, pretended and sham election was held in said town. That those who voted in favor of the issue of said bonds, were induced to do so, by said proposition. That under color of said election, and in fulfillment of said proposition, a committee of seven was organized. That Conkey was chairman of the board of supervisors of said town, and a member of said committee. That Reeder
22 Smith was a director, and president of said Wolf River Branch Plank Road Company, and, as such, was a member of said committee.

That on or about the 15th day of January, 1855, in pursuance of said fraudulent purpose, a corrupt and fraudulent agreement was entered into between said Smith, Conkey and Hewitt, that Hewitt should receive a contract for building the road, at an extravagant price, that is, a price greatly above what it would cost to build the same, and should take said bonds in payment.

(See contract in printed record.

23

That the prices specified in said contract, were unreasonable and extravagant, and purposely made so by Conkey, Smith and Hewitt, to defraud the town. And that for the same purpose the Company was released from liability on the contract, by the terms thereof. That for the same purpose it was therein provided that the work should be done to the acceptance of the company's engineer; and that the whole $9,000. in bonds should be paid in advance. That in pursuance of said corrupt and fraudulent agreement, Conkey, without any
24 legal or proper authority, subscribed, on behalf of said town of Grand Chute, for $10,000. of capital stock of said company, and to issue bonds to that amount; and without authority subscribed the

name of said town, to a promise to take $10,000. of stock in said Company, and agreed to pay for the same all at at once in bonds of the town, instead of paying in installments according to the usual terms of such subscriptions. That Smith received bonds of the town to the amount of $1,000. for his own use; and Hewitt $9,000. the same on which suit is brought; that Hewitt passed over to Conkey $3,000. of said bonds. That Hewitt neglected to comply with the terms of the corrupt agreement: (the particulars whereof are set forth in the bill. 25

That, after the time of completing said contract had expired, by the terms thereof, and after the company had ceased to build any road, and had become hopelessly insolvent; to-wit, July 30, 1857. S. G. Callahan, who had been appointed engineer of said company, at request of Smith, Conkey & Hewitt, (said Smith then still being the president of said company.) made a pretended estimate of said work done by Hewitt; and made a pretended acceptance of said job without any notice to, or knowledge of said Town. That said estimate and acceptance were false, and a fraud against the Town and against the County. That by reason of said frauds the stock of the company became and is worthless, and the town received no benefit from the stock or from the contract, or from the pretended bonds and coupons. That the bonds and coupons are entirely without consideration—were never authorized to be issued and the town never recognized or affirmed their validity, but have taken every precaution to protect and guard the public against them. 26 27

That the town has been obliged to defend against repeated suits, and believes that it will be harrassed by a multiplicity of suits, unless said bonds and coupons be adjudged void.

That before, and at the time of the issuing of said bonds, Goodwin resided in Menasha, adjoining Grand Chute and knew of the whole business, and of the fraudulent nature and character of the bonds, and that Winegar knew and was informed of the same. That said bonds never had any market value, and never passed from hand to hand, and were never in the market, in any commercial sense; that Winegar paid nothing for them, and never intended to, and never had any right or title thereto. 28

The bill prays for a full discovery from each of the defendants, under oath, for an injunction against the action at law, that the defendants be enjoined from disposing of said bonds and coupons, that they be adjudged fraudulent and void, and that the same be brought into court filed and cancelled, also for general relief for the usual process, &c. 29

All of the defendants filed a demurrer to the whole bill, which was sustained by the court, and the bill dismissed. And thereupon the complainant appealed.

13th. The court erred in ruling out and rejecting the town records, and the proof offered of the changing the location of the road for the benefit of the parties who procured the issuing of the bonds. 30

(See record fol. 134.)

14th. The court erred in ruling out the offer to prove that notices of which a copy is here given, were put into general circulation in the town of Grand Chute, about May 17th, 1854, before the election.

(Copy of Notice.)

"To the Electors of the Town of Grand Chute:—

The Wolf River Branch Plank Road Company, make the following proposition to the Electors of the Town of Grand Chute: That in case a majority of the Electors, shall be in favor of issuing the bonds of the Town of Grand Chute for the completion of the Wolf River Branch Plank Road, in the Town of Grand Chute.—

The bonds to be issued by said town and the proceeds of the same are to be placed in the hands of a committee of seven, to be composed as follows: The three Supervisors of said town of Grand Chute, the road stock commissioner, to be appointed by the board of supervisors for said town, and three of the directors of said Plank Road Company, to be chosen by said company, which said commissioners shall receive and dispose of the bonds, receive proposals, locate, build and manage in every respect the road to be built in the said town so far as the proceeds of the bonds will go in building said road.

By order of the Board of Directers,

REEDER SMITH, President,

A true copy, Attest: W. SCOTT, Secretary.

Appleton, Wis., May 17, 1854."

15th. The court erred in ruling out the contract offered in evidence by defendant, with the receipts indorsed thereon, (see record fol. 136) which contract is set forth in the eighth plea, and in ruling out the certificate of Samuel G. Callahan.

16th. The court erred in ruling against the offer of the defendant to prove by the witness W. S. Warner, who was clerk of the town of Grand Chute, about Feb. 13, 1855, that the bonds were procured to be issued, by certain persons, who were interested in their being issued, by fraudulent means, (see record fol. 138.) and in ruling out the proof offered, "That after the road had been begun and partly "constructed, and two or three miles of the road graded and partly "planked, it was afterwards abandoned for the benefit of the officers "who were interested in the issue of the bonds, &c. (See record folio 137.)

17th. The court erred in ruling against the defendant's offer to prove that Theodore Conkey, at the time, was a merchant and provision dealer in Grand Chute, and that it was a part of the agreement that he was to furnish supplies for the road, and should receive a share of the bonds therefore; and also that Reeder Smith received $1,000. of the bonds to be applied to a debt due from the Plank Road Company.

18th. The court erred in ruling out the letter of Geo. B. Goodwin, offered in evidence by defendant—which letter is as follows, to-wit:

"Union Springs, New York,
Sept. 25, 1867.

Chairman—Board of Supervisors,
Town of Grand Chute,
Outagamie County,
Wisconsin. 37

"I write to inform you that "some time ago the suit commenced in the U. S. District Court "of Wisconsin, against your town in name of Henry Decker, Jr., "on bonds issued by your town to Henry Hewitt, was discontinued. "Henry Decker, Jr., is not now and never was the owner of said "bonds. Your attorney has had notice of this fact. 38

Geo. B. Goodwin,
Attorney for Henry Hewitt."

And also in refusing to instruct the jury, as requested by defendant's counsel, "That there is not any act of the Legislature, au- "thorizing the issuing of the bonds, and that they were issued "without authority, and therefore said bonds are void, and the "defendant is not liable to pay the money, specified in said bonds."

19th. The court erred in charging the jury, in terms, "to *return a verdict for the plaintiff.*" 39

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Supreme Court of the United States.

THE TOWN OF GRAND CHUTE, PLAINTIFF IN ERROR.

vs.

GEORGE W. WINEGAR.

Reply to Defendant's Brief and Argument.

The current expression is this: "*Shake a town or county bond in the face of the Court, and the plaintiff takes judgment.*" The expression is a slander, and involves an absurdity. Corruptionists and swindlers have sought to profit by the fallacy, and have predicted their *speculations* upon that theory. To explode it, it is only necessary to examine. Examination is all that is demanded in this case.

The record is less formidable than it appears to be. The first 110 pages, can be disposed of by an examination of 2 or 3 pages, as they consist of mere repetitions, of the several bonds and coupons, on which the action is brought. To read one, is, in effect, to read the whole.

Now we come to some of the points in defendant's brief.

Authorities are cited by Counsel to show that final judgment should have been rendered for the plaintiff on the issue in abatement. No one can be ignorant of the fact that such has often been the practice in many Courts. But it never was a peremptory course. It is always in

the power of the Court to allow a party to proceed to the merits, after trying a mere matter in abatement, and, in order that the pleader do not peril his case on a mere issue of that kind, he usually ascertains from the bench, what its course is, and will be, on the finding of an issue in a given way. And so did the pleader in this case, and the pleas to the merits were filed by *leave of the Court.*

See printed Record, page 113

Similar pleas had been before the Court, in the case of Decker *vs.* Town of Grand Chute, and the pleas to the merits were filed *de bene esse*, not waiving the pleas previously filed.

Record, page 150.

The pleader had no idea of risking the case on a matter of abatement, and ascertained in advance what the practice of the Court was and would be in the event of the abatement issue being found against the defendant, to-wit: That the defendant would have leave to plead to the merits. That leave was granted, and acted upon by the Court, and by the respective parties to the suit, who proceeded to plead to, and to try the case, on its merits. Winegar is not here to disturb the judgment by reason of erroneous rulings against him. The errors committed against the rights of the Town of Grand Chute, are what we are examining, and if we find substantial error, then, if there are any merits in the bonds, another trial can be awarded.

The case of Varnum *vs.* Campbell, cited by Counsel to justify striking off the plea of *non est factum*, was where two defendants had pleaded *jointly non assumpsit*, and then one of the same defendants, Campbell, filed a *separate* plea, which the Court rightly ordered to be stricken off.

The other case cited in 6 Peters, 661, was a suit on a Custom House bond, and *non est factum* was pleaded, and was the proper plea. The plea of tender having been stricken out by the Court, the Supreme Court, on *mandamus*, refused to order it to be restored.

The objection, in the Court below, to any and all evidence offered on the part of the plaintiff, reached to the foundation of the case. The bonds, on their face, base themselves, by preamble and recital, on the act of the Legislature, passed February 10th, A D., 1854. Now a mere recital, in the bonds that they are issued according to the act, or that the act authorizes their being issued, amounts to nothing, unless, on comparing the bonds with the act, on which they profess to be founded, the recital is ascertained to be well founded. It is in the nature of false and counterfeit paper to contain all requisite recitals, and to appear to be authentic, genuine and legitimate. To say that the bonds are valid, because the recitals are full and complete, is a palpable begging of the whole question. To base a judgment in their favor on such an assumption, is, in truth, to base it on the mere shaking of a false bond in the face of the Court, and affirming that all Town bonds are alike valid irrespective of the way and manner in which they originated.

In the plaintiff's replication to the 4th plea, (Record, page 124,) he is driven to the admission that the act of February 10th, 1854, did not authorize the issuing of the bonds; and, in effect, that the recital, or preamble, on the face of the bonds, is untrue So we direct the attention of the Court to the act of February 10th, 1854, and if that act alone does not constitute a legal foundation for the bonds, then they have no foundation, and all the recitals that can be written can give them no validity, and no real or supposed ratifications or resolutions, of the Town Board, can make them valid.

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